

# Information Systems Advisory Body

## County of Los Angeles



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Public Defender

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Director, IS AB

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**Janice Fukai**

Alternate Public Defender

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President, Police Chiefs' Association

**Dr. Lakshmanan Sathyavagiswaran**

Chief Medical/Coroner

Department of the Coroner

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Interim Chief Information Officer

**Tom Tindall**

Director, Internal Services Department

**William J. Bratton**

Chief of Police, City of Los Angeles

August 4, 2009

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

### **CONTRACT BETWEEN THE COUNTY OF LOS ANGELES AND SOURCECORP BPS INC. FOR DOCUMENT IMAGING SERVICES (ALL DISTRICTS) (3-VOTES)**

### **SUBJECT**

Contract (Contract) between the County of Los Angeles (County) on behalf of Information Systems Advisory Body (ISAB) and SOURCECORP BPS Inc. (SOURCECORP) for Document Imaging Services (Services).

### **IT IS RECOMMENDED THAT YOUR BOARD**

1. Approve and authorize the Director of ISAB to finalize and execute a Contract with SOURCECORP for Document Imaging Services, substantially similar to the attached Contract, for a period of five (5) years (Initial Term) and up to three (3) additional one-year option periods (Extended Term), with a maximum County obligation of \$37 million for the term of the Contract, including any Extended Term.
2. Delegate authority to the Director of ISAB during the Extended Term (i) to increase the rates for Services up to 10 percent per year from the previous year and (ii) to increase the Contract Sum by no more than 10 percent cumulatively.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended Contract is to provide document imaging of paper documents for electronic storage by the Alternate Public Defender, District Attorney, Probation, Public Defender and Sheriff Departments. Each department has a significant need to convert case files, booking and incident documents into electronic format.

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

37 August 11, 2009

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

The Alternate Public Defender and Public Defender are required to maintain case file information and related documents including arrest reports, court documents (complaint, petitions, pleas and waiver forms, arrest/bench warrants) police reports, jury selection documents, subpoenas, motions, priors (rap sheet, department of corrections packet), assessment records, probationer reporting documents, photographs, handwritten and machine printed documents, and other related documents, which may need to be kept for the life of the defendant depending on the document type and source. These records are being stored electronically to allow for the automated retrieval of the information.

The District Attorney's Office is required to maintain misdemeanor case files for five years, felony case files for 25 years and life-term case files indefinitely. The documents contained in the case files are in hard copy format kept at various locations throughout the County. These records are being stored electronically to allow for the automated retrieval of the information.

The Probation Department is required to maintain probation, pretrial investigation, and supervision case files and related documents that may include arrest reports, court orders and reports, assessment records, probationer reporting documents, financial collection and payment files, photographs, handwritten and machine printed documents, which must be kept for a period of time based on the document type and source. Storage of these records is currently kept at various Probation property and supply facilities. These records are being stored electronically to allow for the automated retrieval of the information.

The Sheriff's Department maintains various booking and incident reports originating from the stations and custodial facilities in hard copy. These records are being stored electronically to allow for the automated retrieval of the information.

Archive volume coupled with electronic document management systems for these criminal justice agencies is essential. In addition, County agencies currently maintain large warehouses for the storage of paper case files. Continued electronic imaging will allow retention schedules to be better coordinated and allow for destruction of paper documents after imaging, resulting in the need for less warehouse space.

### **Implementation of Strategic Plan Goals**

The public/private partnership between the County of Los Angeles and SOURCECORP BPS Inc. supports Strategic Plan Goals No. 1, Operational Effectiveness, and Goal No. 5, Public Safety, by providing responsive, efficient and high quality public service through teamwork and collaboration.

### **FISCAL IMPACT/FINANCING**

The maximum County obligation under the proposed Contract for all five participating County Departments is \$37 million over the entire Contract term, including the Initial Term of five (5) years and the Extended Term of up to three (3) years. Funding for this Contract will be provided by each participating Department from current budget allocations with ongoing year costs budgeted each fiscal year.

The Departments' estimated budget allocations for this Contract are as follows:

- Alternate Public Defender - \$2 million for the Initial Term of Contract plus \$1.2 million for the Extended Term.
- District Attorney - \$8 million for the Initial Term of Contract plus \$4.8 million for the Extended Term.
- Probation Department - \$3 million for the Initial Term of Contract plus \$1.8 million for the Extended Term.
- Public Defender - \$4.8 million for the Initial Term of Contract plus \$2.9 million for the Extended Term.
- Sheriff's Department - \$5 million for the Initial Term of Contract plus \$3 million for the Extended Term.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The Contract is Non-Prop A, since approval of this Contract will not displace County employees, and the Services offered under this Contract currently cannot be performed by the individual County Departments due to specialized equipment needs. Further, ISAB will not require SOURCECORP to perform Services in excess of the Board approved Contract amount, scope of work and/or Contract dates.

The Contract contains all the latest Board required and policy driven provisions, such as Consideration of GAIN/GROW Program Participants for Employment, Compliance with Jury Service Program, Safely Surrendered Baby Law, Assignment and Delegation, and Budget Reductions. County Counsel has approved this Contract as to form.

### **CONTRACTING PROCESS**

On February 2, 2009, a Request for Proposals (RFP) for Document Imaging Services was released by being posted on the County's website (bid number ISAB-001). A bidders' conference was held on February 26, 2009 with thirteen

(13) companies in attendance. Bids were closed on March 16<sup>th</sup> with eight (8) proposals received by the closing deadline. Proposal evaluations were completed on June 5, 2009. The evaluation committee recommended SOURCECORP BPS Inc. as the winning vendor based on price, technical capability and likelihood of risk.

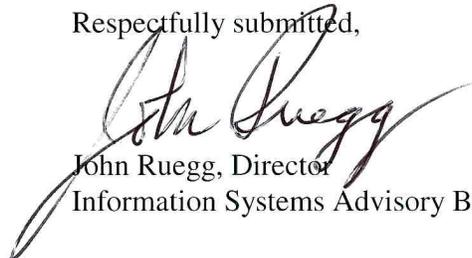
**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The current imaging vendor has entered into the last year of the existing imaging services agreement with the County and wishes to terminate the existing agreement as soon as possible. The County, in anticipation of the termination of the existing agreement, issued an RFP to replace the existing agreement. Continuation of imaging services is essential to the ISAB member Departments in order to control costs associated with effective document retrieval and increased storage of paper case files.

**CONCLUSION**

Upon Board of Supervisors approval, it is requested that the Executive Officer, Clerk of the Board return two (2) adopted stamped Board letters to: Information Systems Advisory Body, Attention Felix Basadre, Assistant Director, 12750 Center Court Drive, Suite 500, Cerritos, CA 90703.

Respectfully submitted,



John Ruegg, Director  
Information Systems Advisory Body

JR:FB

Attachment (1)

c: Chief Executive Officer  
Alternate Public Defender  
Auditor-Controller  
Chief Probation Officer  
County Counsel  
District Attorney  
Executive Officer, Board of Supervisors  
Public Defender  
Sheriff



**CONTRACT  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND  
SOURCECORP BPS INC.  
FOR  
DOCUMENT IMAGING SERVICES**

**JULY 2009**

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## **EXHIBITS**

- Exhibit A    STATEMENT OF WORK
  - Attachment A.1 Participating Agencies
  - Attachment A.2 Pickup and Return Locations
- Exhibit B    PRICING SCHEDULE
  - Schedule B.1    Contract Discrepancy Report
  - Schedule B.2    Performance Requirements Summary
- Exhibit C    SCHEDULE OF WORK
- Exhibit D    CONTRACTOR'S EEO CERTIFICATION
- Exhibit E    COUNTY'S ADMINISTRATION
- Exhibit F    CONTRACTOR'S ADMINISTRATION
- Exhibit G    EMPLOYEE ACKNOWLEDGMENT, CONFIDENTIALITY AND  
ASSIGNMENT AGREEMENT
- Exhibit H    JURY SERVICE ORDINANCE
- Exhibit I    SAFELY SURRENDERED BABY LAW
- Exhibit J    CONFIDENTIALITY OF CORI INFORMATION
- Exhibit K    REQUEST FOR PROPOSALS (RFP) FOR DOCUMENT IMAGING SERVICES
- Exhibit L    CONTRACTOR'S PROPOSAL

**CONTRACT  
BETWEEN  
COUNTY OF LOS ANGELES  
AND  
SOURCECORP BPS INC.  
FOR  
DOCUMENT IMAGING SERVICES**

This Contract, including all Exhibits, Attachments and Schedules, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009 by and between the County of Los Angeles (hereinafter "County") on behalf of the Information Systems Advisory Body and SourceCorp BPS Inc. (hereinafter "Contractor"), located at 20500 Belshaw Avenue, Carson, California 90746-3508.

**RECITALS**

WHEREAS, County may contract with private businesses for services relating to document imaging conversion (hereinafter "Document Imaging Services" or "Services") when certain requirements are met; and

WHEREAS, Contractor is a private firm specializing in providing such Document Imaging Services; and

WHEREAS, Contractor possesses the necessary skills, competence and expertise and, therefore, is qualified to perform the desired Document Imaging Services; and

WHEREAS, County does not have the technical staff with the specific skills and expertise necessary to perform the Document Imaging Services; and

WHEREAS, County is authorized by the California Government Code, Section 31000 to contract for special services, including the Document Imaging Services described herein; and

WHEREAS, based upon an open competitive selection process, County has recommended to the Board of Supervisors Contractor, that is prepared and desires to provide Document Imaging Services to County; and

NOW THEREFORE, in consideration of the mutual covenants contained herein and for good and valuable consideration, the parties agree as follows:

**1. APPLICABLE DOCUMENTS**

Exhibits A, B, C, D, E, F, G, H, I and J, attached hereto, and Exhibits K and L, not attached hereto, are all incorporated herein by reference and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between this base Contract and the Exhibits,

Attachments and Schedules thereto, or between Exhibits, Attachments and Schedules, such conflict or inconsistency shall be resolved by giving precedence first to this base Contract and then to the Exhibits, Attachments and Schedules according to the following priority.

- 1.1 EXHIBIT A – Statement of Work
  - Attachment A.1 – Participating Agencies
  - Attachment A.2 – Pickup and Return Locations
- 1.2 EXHIBIT B – Pricing Schedule
  - Schedule B.1 – Contract Discrepancy Report
  - Schedule B.2 – Performance Requirements Summary
- 1.3 EXHIBIT C – Schedule of Work
- 1.4 EXHIBIT D – Contractor’s EEO Certification
- 1.5 EXHIBIT E – County’s Administration
- 1.6 EXHIBIT F – Contractor’s Administration
- 1.7 EXHIBIT G – Employee Acknowledgment, Confidentiality and Assignment Agreement
- 1.8 EXHIBIT H – Jury Service Ordinance
- 1.9 EXHIBIT I – Safely Surrendered Baby Law
- 1.10 EXHIBIT J – Confidentiality of CORI Information
- 1.11 EXHIBIT K – Request for Proposals (RFP) for Digital Imaging Services [Incorporated by Reference]
- 1.12 EXHIBIT L – Contractor's Proposal [Incorporated by Reference]

This Contract, including the Exhibits, Attachments and Schedules thereto, constitute the complete and exclusive statement of understanding between the parties and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Paragraph 8 (Change Notices and Amendments) and signed by both parties.

## **2. DEFINITIONS**

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

### **2.1 AGENCY; DEPARTMENT**

Any one of the County Departments or agencies listed in Attachment A.1 (Participating Agencies), which receive Services under this Contract.

**2.2 BOARD OF SUPERVISORS; BOARD**

County's Board of Supervisors.

**2.3 CONTRACT**

Agreement executed between County and Contractor setting forth the terms and conditions for the issuance and performance of the tasks, subtask, deliverables, services and other work set forth in Exhibit A (Statement of Work).

**2.4 CONTRACTOR**

The sole proprietor, partnership, or corporation that has entered into a contract with County to perform or execute the work covered by the Statement of Work.

**2.5 CONTRACTOR'S CONTRACT MANAGER**

The individual designated by Contractor to administer the Contract operations after the Contract award, as set forth in Paragraph 7.2 (Contractor's Contract Manager).

**2.6 COUNTY'S CONTRACT ADMINISTRATOR**

The individual designated by the Director to manage the operations under this Contract, as set forth in Paragraph 6.2 (County's Contract Administrator).

**2.7 COUNTY'S PROJECT MANAGER**

The individual designated by each Department for overseeing the Services provided by Contractor for the applicable Department, as set forth in Paragraph 6.3 (County's Project Manager).

**2.8 DAY(S)**

Calendar day(s) unless otherwise specified.

**2.9 DIRECTOR**

The Director of Information Systems Advisory Body.

**2.10 DOCUMENT IMAGING SERVICES**

The definition given in the Recitals.

**2.11 EFFECTIVE DATE**

The date of execution of this Contract by County and Contractor.

**2.12 EXTENDED TERM**

The definition given in Paragraph 4 (Term of Contract).

**2.13 FISCAL YEAR**

The twelve (12) month period beginning July 1st and ending the following June 30th.

**2.14 INITIAL TERM**

The definition given in Paragraph 4 (Term of Contract).

**2.15 ISAB**

Information Systems Advisory Body of the County of Los Angeles.

**2.16 SERVICES**

The same meaning as "Document Imaging Services".

**2.17 STATEMENT OF WORK**

The tasks, subtask, deliverables, services and other work set forth in Exhibit A (Statement of Work).

**3. WORK**

3.1 Pursuant to the provisions of this Contract, Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.

3.2 If Contractor provides any tasks, deliverables, goods, services or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of Contractor, and Contractor shall have no claim whatsoever against County.

**4. TERM OF CONTRACT**

4.1 The term of this Contract shall commence upon the Effective Date following its approval by the Board of Supervisors and shall continue for five (5) years thereafter, unless sooner terminated or extended, in whole or in part, as provided in this Contract (hereinafter "Initial Term").

4.2 At the end of the Initial Term, County shall have the sole option to extend this Contract term for up to three (3) additional one-year terms (hereinafter "Extended Term"); provided, however, that if County elects not to exercise its option to extend at the end of the Initial Term or the Extended Term, as applicable, the remaining option(s) shall lapse. County shall be deemed to have exercised its extension option(s) automatically, without further act, unless, no later than thirty (30) days prior to the expiration of the Initial Term or the Extended Term, as applicable, the Director, in his/her sole discretion, notifies Contractor in writing that County elects not to extend the Contract pursuant to this 4.2.

4.3 As used throughout this Contract, the word "term" shall include the Initial Term and the Extended Term, to the extent County exercises any of its options under this Paragraph 4.

4.4 Contractor shall notify ISAB when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to County's Contract Administrator at the address set forth in Exhibit E (County's Administration).

## **5. CONTRACT SUM**

- 5.1 The Contract Sum under this Contract shall be the total monetary amount payable by County to Contractor for supplying all tasks, subtasks, deliverables, goods, services and other work provided by Contractor during the term of the Contract for all participating Departments and shall not exceed Thirty Seven Million Dollars (\$37,000,000). There is no guarantee that the entire Contract Sum amount shall be paid to Contractor under the Contract.
- 5.2 Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with County's express prior written approval, provided that such rates shall not increase by more than ten (10%) from the prior year.
- 5.3 Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the Contract Sum. Upon occurrence of this event, Contractor shall send written notification to County's Contract Administrator at the address set forth in Exhibit E (County's Administration).

## **5.4 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/ TERMINATION OF CONTRACT**

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

## **5.5 INVOICES AND PAYMENTS**

- 5.5.1 Contractor shall invoice County only for providing the tasks, deliverables, goods, services and other work specified in Exhibit A (Statement of Work) and elsewhere hereunder. Contractor shall prepare invoices, which shall include the charges owed to Contractor by County under the terms of this Contract. Contractor's payments shall be as provided in Exhibit B (Pricing Schedule), and Contractor shall be paid only for the tasks, deliverables, goods, services and other work approved in writing by County. If County does not approve work in writing no payment shall be due to Contractor for that work.
- 5.5.2 Contractor's invoices shall be priced in accordance with Exhibit B (Pricing Schedule) and shall contain the information set forth in Exhibit A (Statement of Work) describing the tasks, deliverables, goods, services, and/or other work for which payment is claimed. Contractor's Services rates shall not increase beyond those specified in Exhibit B (Pricing Schedule) during the Initial Term. Notwithstanding the provisions of Paragraph 8.3, the

Director is specifically authorized to revise the Services rates during the Extended Term in his/her sole discretion by executing an Amendment to this Contract in accordance with Paragraph 8 (Change Notices and Amendments).

- 5.5.3 It is understood by the parties that workload for the Services to be provided under this Contract may change (either increase or decrease) due to increases or decreases in the volume of required services, the need for additional Services as directed by County, or by changes in Federal, State or County program or system requirements.

Contractor shall be responsible for identifying and keeping track of all activity volumes processed. Contractor system reports and manual counts may be used as appropriate to track such activity levels.

The actual count of the number of activities performed by Contractor for a set activity period shall be agreed upon by County's Contract Administrator and Contractor's Contract Manager. In the event of a dispute about the correct numbers, County's Contract Administrator shall be the final arbiter.

- 5.5.4 Contractor shall submit its billing summary invoice to County's Contract Administrator, or designee, no later than the 10th of the month and to County's Project Manager of each participating Agency within thirty (30) calendar days following the end of the month during which the Services were rendered at the addresses set forth in Exhibit E (County's Administration). The invoices shall be in a form approved by County's Contract Administrator and shall meet the following requirements:
- i. Invoices must be numbered and contain the member Agency number; the name of the member Agency and the Contract Number.
  - ii. Separate account numbers will be used for each Agency.
  - iii. Monthly invoices will be forwarded to the applicable County's Project Manager of each Agency.
  - iv. Upon approval by applicable County's Project Manager, payments will be processed by County in a timely manner.

- 5.5.5 Payments for the Services provided under this Contract will be processed monthly in arrears within thirty (30) days following receipt by all necessary County personnel identified above, provided that Contractor is not in default under any provision of the Contract and has submitted a complete and accurate statement of payment due, along with supporting documentation.

Payment may be subject to deduction for failure to meet performance standards as defined in the Contract and the Statement of Work.

- 5.5.6 County may delay the last payment due until one (1) month after the termination of the Contract. Contractor shall be liable for payment on thirty (30) days written notice of any offset authorized by the Contract not deducted from any payment made by County to Contractor.

### 5.5.7 COUNTY APPROVAL OF INVOICES

All invoices submitted by Contractor for payment must have the written approval of County Contract Administrator prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

## **6. ADMINISTRATION OF CONTRACT – COUNTY**

### **6.1 COUNTY'S ADMINISTRATION**

A listing of all County personnel responsible for the administration of this Contract on behalf of County (hereinafter "County's Administration"), as referenced in this Paragraph 6 below, is set forth in Exhibit E (County's Administration). No member of County's Administration is authorized to make any changes in any of the terms and conditions of this Contract unless specifically authorized under Paragraph 8 (Change Notices and Amendments). County shall notify Contractor in writing of any change in the names or addresses shown.

### **6.2 COUNTY'S CONTRACT ADMINISTRATOR**

County's Contract Administrator is responsible for overseeing the day-to-day administration of this Contractor. County's Contract Administrator or designee shall have full authority to supervise Contractor's performance in the daily operation of this Contract and shall provide direction to Contractor in areas relating to policy, information and procedural requirements.

County's Contract Administrator or designee shall make changes to the terms and conditions of this Contract only in accordance with Paragraph 8 (Change Notices and Amendments).

County's Contract Administrator or designee shall have complete and exclusive authority in all substantive questions, including without limitation, interpretation of Federal, State, and local laws, civil procedures, legal process, court rules and administrative regulations.

### **6.3 COUNTY'S PROJECT MANAGER**

County will appoint a liaison person who shall serve as County's Project Manager for each Agency receiving services under this Contract. County's Project Manager will be responsible for overseeing the day-to-day operations relating to the Services provided under this Contract and for the inspection of any and all tasks, subtasks, deliverables, goods, services and other work provided by Contractor hereunder. County's Project Manager's duties shall include:

- i. Determining the efficacy of services provided by Contractor;
- ii. Reviewing the work and information provided, ensuring that transfers of information are timely and contain all the appropriate information and coordinating the transfer of information; and
- iii. Providing daily assistance to Contractor's personnel as needed for performance of services hereunder.

Each County's Project Manager shall advise County's Contract Administrator regarding Contractor's compliance with the specific tasks and requirements.

## **7. ADMINISTRATION OF CONTRACT - CONTRACTOR**

### **7.1 CONTRACTOR'S ADMINISTRATION**

A listing of all Contractor personnel responsible for the administration of this Contract on behalf of Contractor (hereinafter "Contractor's Administration"), as referenced in this Paragraph 7 below, is set forth in Exhibit F (Contractor's Administration). No member of Contractor's Administration is authorized to make any changes in any of the terms and conditions of this Contract unless specifically authorized under Paragraph 8 (Change Notices and Amendments). Contractor shall notify County in writing of any change in the names or addresses shown.

### **7.2 CONTRACTOR'S CONTRACT MANAGER**

Contractor's Contract Manager shall be a full-time employee of Contractor who shall act as a liaison for Contractor in coordinating its performance under the Contract. Contractor's Contract Manager shall be responsible for Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Contract Administrator on a regular basis. Contractor shall provide to County a current copy of the resume for the person designated by Contractor to act as Contractor's Contract Manager at the time the Contract is executed and as any changes occur.

Contractor's Contract Manager's qualifications shall include:

- i. Five (5) years management experience, with at least three (3) years of that experience in managing a large-scale document imaging and microfilm conversion process and related service operations;
- ii. Ability to motivate staff to complete all required work in a timely and accurate manner;
- iii. Experience in developing creative solutions to logistical problems;
- iv. Experience in or knowledge of Total Quality Management (TQM) principles and practices; and
- v. Experience in the development, maintenance and implementation of laboratory desktop testing procedures.

### **7.3 APPROVAL OF CONTRACTOR'S STAFF**

County has the absolute right to approve or disapprove any member of Contractor's Administration and any proposed changes in Contractor's Administration staff, including, but not limited to, Contractor's Contract Manager.

Contractor shall remove and replace any employee working on this Contract when requested to do so by County. Request will be submitted to Contractor by County in writing stating the reasons for the removal, provided that such reasons are based on reported instances of malfeasance, impropriety or violation of Contractor or County rules by the employee.

#### **7.4 CONTRACTOR'S STAFF IDENTIFICATION**

Contractor shall, at its sole expense, furnish and require every on-duty employee providing services under this Contract at a County facility to wear a visible photo identification badge identifying employee by name, physical description and company. Such badge shall display on employee's person at all times he/she is on County designated property.

#### **7.5 BACKGROUND AND SECURITY INVESTIGATION**

- 7.5.1 At any time prior to or during term of this Contract, County may require that all Contractor's staff performing work under this Contract undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Contract. County shall use its discretion in determining the method of background clearance to be used, up to and including a County performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of Contractor, regardless of whether Contractor's staff passes or fails the background clearance investigation.
- 7.5.2 County may request that Contractor's staff be immediately removed from working on the County Contract at any time during the term of this Contract. County will not provide to Contractor nor to Contractor's staff any information obtained through County conducted background clearance.
- 7.5.3 County may immediately, at its sole discretion, deny or terminate facility access to any of Contractor's staff that does not pass such investigation(s) to the satisfaction of County whose background or conduct is incompatible with County facility access.
- 7.5.4 Disqualification, if any, of Contractor's staff pursuant to this Paragraph 7 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

#### **7.6 CONFIDENTIALITY**

- 7.6.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by

County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

- 7.6.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.4 Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the terms and conditions set forth in Exhibit G (Employee Acknowledgment, Confidentiality and Assignment Agreement).

## **8. CHANGE NOTICES AND AMENDMENTS**

- 8.1 No representative of either County or Contractor, including those named in this Agreement, is authorized to make any changes in any of the terms, obligations or conditions of this Contract, except through the procedures set forth in this Paragraph 8. County reserves the right to change any portion of the work required under this Contract or to amend such other terms and conditions, which may become necessary. Any such revisions shall be accomplished only as provided in this Paragraph 8.
- 8.2 For any change which does not affect the scope of work, period of performance, payments or any other term or condition included under this Contract, a Change Notice shall be prepared in writing and signed by County's Contract Administrator and Contractor's Contract Manager.
- 8.3 Except as otherwise provided in this Contract, for any change which affects the scope of work, period of performance, payments or any term or condition included in this Contract, a negotiated Amendment to this Contract shall be executed in writing by County's Board of Supervisors and Contractor's authorized representative(s). Notwithstanding the foregoing, the Director is specifically authorized during the Extended Term to execute any Amendment (i) for any Services rate changes pursuant to Paragraph 5.5.2 and (ii) for increases in the Contract Sum by up to ten percent (10%) cumulatively.
- 8.4 County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by Contractor's authorized representative(s) and the Director.
  - 8.4.1 The Director may, at his/her sole discretion, authorize extensions of time as defined in Paragraph 4 (Term of Contract). Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by Contractor's authorized representative(s) and the Director.

**9. ASSIGNMENT AND DELEGATION**

- 9.1 Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Paragraph 9.1, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.
- 9.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 9.3 Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

**10. AUTHORIZATION WARRANTY**

Contractor represents and warrants that the person executing this Contract for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

**11. BUDGET REDUCTIONS**

In the event that County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by Contractor under this Contract shall also be reduced correspondingly. County's notice to Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, Contractor shall continue to provide all of the services set forth in this Contract.

## **12. COMPLAINTS**

Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

- 12.1 Within ten (10) business days from the Effective Date, Contractor shall provide County with Contractor's policy for receiving, investigating and responding to user complaints.
- 12.2 County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.
- 12.3 If County requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.
- 12.4 If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to County for approval before implementation.
- 12.5 Contractor shall preliminarily investigate all complaints and notify County's Contract Administrator of the status of the investigation within five (5) business days of receiving the complaint.
- 12.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 12.7 Copies of all written responses shall be sent to County's Contract Administrator within three (3) business days of mailing to the complainant.

## **13. COMPLIANCE WITH APPLICABLE LAW**

- 13.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 13.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 13 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

## **14. COMPLIANCE WITH CIVIL RIGHTS LAWS**

Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Contractor shall comply with Exhibit D (Contractor's EEO Certification).

## **15. COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM**

### **15.1 JURY SERVICE PROGRAM**

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H (Jury Service Ordinance) and incorporated by reference into and made a part of this Contract.

### **15.2 WRITTEN EMPLOYEE JURY SERVICE POLICY**

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Paragraph 15, "Contractor" means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: (1) the lesser number is a recognized industry standard as determined by the County, or (2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under the Contract, the subcontractor shall also be subject to the provisions of this Paragraph 15. The provisions of this Paragraph 15 shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this Paragraph 15 of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

**16. CONFLICT OF INTEREST**

- 16.1 No County employee whose position with County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of work hereunder shall in any way participate in County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.
- 16.2 Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph 16 shall be a material breach of this Contract.

**17. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF AND ON RE-EMPLOYMENT LIST**

Should Contractor require additional or replacement personnel after the Effective Date to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

## **18. CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS**

- 18.1 Should Contractor require additional or replacement personnel after the Effective Date, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN/GROW participants by job category to Contractor.
- 18.2 In the event that both the laid-off County employees and the GAIN/GROW participants are available for hiring, the County employees shall be given first priority.

## **19. CONTRACTOR RESPONSIBILITY AND DEBARMENT**

### **19.1 RESPONSIBLE CONTRACTOR**

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is County's policy to conduct business only with responsible contractors.

### **19.2 CHAPTER 2.202 OF THE COUNTY CODE**

Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the Contract, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.

### **19.3 NON-RESPONSIBLE CONTRACTOR**

County may debar a Contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (i) violated a term of a contract with County or a nonprofit corporation created by County, (ii) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (iii) committed an act or offense which indicates a lack of business integrity or business honesty, or (iv) made or submitted a false claim against County or any other public entity.

### **19.4 CONTRACTOR HEARING BOARD**

1. If there is evidence that Contractor may be subject to debarment, County will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before Contractor Hearing Board.

2. Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the County shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (i) elimination of the grounds for which the debarment was imposed; (ii) a bona fide change in ownership or management; (iii) material evidence discovered after debarment was imposed; or (iv) any other reason that is in the best interests of County.
5. Contractor Hearing Board will consider a request for review of a debarment determination only where (a) Contractor has been debarred for a period longer than five (5) years; (b) the debarment has been in effect for at least five (5) years; and (c) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.

## **19.5 SUBCONTRACTORS OF CONTRACTOR**

These terms of this Paragraph 19 shall also apply to subcontractors of County contractors.

**20. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

**21. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

- 21.1 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
- 21.2 As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

**22. COUNTY'S QUALITY ASSURANCE PLAN**

County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

**23. REQUIRED LICENSES, ACCREDITATIONS, ETC.**

Contractor shall obtain and maintain in effect during the term of this Contract all licenses, permits, registrations, accreditations, and certificates required by all federal, state, and local laws, ordinances, rules, and regulations, which are applicable to Contractor's services under this Contract. Contractor shall further ensure that all of its officers, employees and agents who perform services hereunder, shall obtain and maintain in

effect during the term of this Contract all licenses, permits, registrations, accreditations, and certificates which are applicable to their performance hereunder. A copy of each such license, permit, registration, accreditation, and certificate required by all applicable federal, state, and local laws, ordinances, rules, regulations, guidelines, and directives shall be provided, in duplicate, to County's Contract Administrator at the address set forth in Exhibit E (County's Administration).

**24. EMPLOYMENT ELIGIBILITY VERIFICATION**

- 24.1 Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- 24.2 Contractor shall indemnify, defend, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

**25. FACSIMILE REPRESENTATIONS**

County and Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments and Change Notices prepared pursuant to Paragraph 8 (Change Notices and Amendments) and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments and Change Notices to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

**26. FAIR LABOR STANDARDS**

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable.

**27. FORCE MAJEURE**

- 27.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics,

quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Paragraph 27 as "force majeure events").

- 27.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Paragraph 27, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 27.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

## **28. GOVERNING LAW, JURISDICTION AND VENUE**

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

## **29. INDEPENDENT CONTRACTOR STATUS**

- 29.1 This Contract is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 29.2 Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
- 29.3 Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Contract.
- 29.4 Contractor shall adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

**30. INDEMNIFICATION**

Contractor shall indemnify, defend and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract.

**31. GENERAL INSURANCE REQUIREMENTS**

Without limiting Contractor's indemnification of County and during the term of this Contract, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County. Such coverage shall be provided and maintained at Contractor's own expense.

**31.1 EVIDENCE OF INSURANCE**

Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to County's Contract Administrator at the address set forth in Exhibit E (County's Administration) prior to commencing services under this Contract. Such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all coverages required in this Contract;
- Contain the express condition that County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and
- Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

**31.2 INSURER FINANCIAL RATINGS**

Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII unless otherwise approved by County.

**31.3 FAILURE TO MAINTAIN COVERAGE**

Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of the Contract upon which County may immediately terminate or suspend this Contract. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

### **31.4 NOTIFICATION OF INCIDENTS, CLAIMS AND SUITS**

Contractor shall report to County:

- i. Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.
- ii. Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Contract.
- iii. Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to County's Contract Administrator with a copy to the applicable County's Project Manager.
- iv. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Contract.

### **31.5 COMPENSATION FOR COUNTY COSTS**

In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

### **31.6 INSURANCE COVERAGE REQUIREMENTS FOR SUBCONTRACTORS**

Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- i. Contractor providing evidence of insurance covering the activities of subcontractors, or
- ii. Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

## **32. INSURANCE COVERAGE REQUIREMENTS**

### **32.1 GENERAL LIABILITY**

Insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

**32.2 AUTOMOBILE LIABILITY**

Written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all “owned”, “hired” and “non-owned” vehicles, or coverage for “any auto”.

**32.3 WORKERS’ COMPENSATION AND EMPLOYERS’ LIABILITY**

Insurance providing workers’ compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor’s employees will be engaged in maritime employment, coverage shall provide workers’ compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Contractor is responsible.

In all cases, the above insurance also shall include Employers’ Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

**32.4 PROFESSIONAL LIABILITY**

Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$2 million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Contract.

**33. LIQUIDATED DAMAGES**

- 33.1 If, in the judgment of the Director, or his/her designee, Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from Contractor’s invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to Contractor from County, will be forwarded to Contractor by the Director, or his/her designee, in a written notice describing the reasons for said action.
- 33.2 If the Director, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Director, or his/her designee, deems are correctable

by Contractor over a certain time span, the Director, or his/her designee, will provide a written notice to Contractor to correct the deficiency within specified time frames. Should Contractor fail to correct deficiencies within said time frame, the Director, or his/her designee, may:

- (a) Deduct from Contractor's payment, pro rata, those applicable portions of the monthly amounts due to Contractor; and/or
- (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in Schedule B.2 (Performance Requirements Summary), and that Contractor shall be liable to County for liquidated damages in said amount. Said amount shall be deducted from County's payment to Contractor; and/or
- (c) Upon giving five (5) days notice to Contractor for failure to correct the deficiencies, County may correct any and all deficiencies and the total costs incurred by County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to Contractor from County, as determined by County.

33.3 The action noted in Paragraph 33.2 shall not be construed as a penalty, but as adjustment of payment to Contractor to recover County cost due to the failure of Contractor to complete or comply with the provisions of this Contract.

33.4 This Paragraph 33 shall not, in any manner, restrict or limit County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Paragraph 33.2, and shall not, in any manner, restrict or limit County's right to terminate this Contract as agreed to herein.

#### **34. MOST FAVORED PUBLIC ENTITY**

If Contractor's prices decline, or should Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to County.

#### **35. NONDISCRIMINATION AND AFFIRMATIVE ACTION**

35.1 Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti discrimination laws and regulations.

35.2 Contractor shall certify to, and comply with, the provisions of Exhibit D (Contractor's EEO Certification).

- 35.3 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 35.4 Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 35.5 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 35.6 Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 35 when so requested by County.
- 35.7 If County finds that any provisions of this Paragraph 35 have been violated, such violation shall constitute a material breach of this Contract upon which County may terminate or suspend this Contract. While County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Contract.
- 35.8 The parties agree that in the event Contractor violates any of the anti discrimination provisions of this Contract, County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

### **36. NON-EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict ISAB from acquiring similar, equal or like goods and/or services from other entities or sources.

### **37. NOTICE OF DELAYS**

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, which shall include all relevant information with respect thereto, to the other party.

**38. NOTICE OF DISPUTES**

Contractor shall bring to the attention of County's Contract Administrator and the applicable County's Project Manager any dispute between County and Contractor regarding the performance of services as stated in this Contract. If County's Administrator, with assistance from the applicable County's Project Manager, is not able to resolve the dispute, the Director or designee shall resolve it.

**39. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

**40. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I (Safely Surrendered Baby Law) of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

**41. NOTICES**

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E (County's Administration) and F (Contractor's Administration). Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director's designee shall have the authority to issue all notices or demands required or permitted by County under this Contract.

**42. PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

Notwithstanding the above, Contractor and County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

**43. PUBLIC RECORDS ACT**

43.1 Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Paragraph 45 (Record Retention and Inspection/Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this

Contract, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential" or "proprietary". County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

- 43.2 In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential" or "proprietary", Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

#### **44. PUBLICITY**

- 44.1 Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing Contractor's need to identify its services and related clients in order to sustain itself, County shall not inhibit Contractor from publishing its role under this Contract within the following conditions:

- Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of County's Contract Administrator. County shall not unreasonably withhold written consent.

- 44.2 Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 44 shall apply.

#### **45. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of this Contract and for a period of five (5) years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at County's option, Contractor

shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 45.1 In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor Controller within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 45.2 Failure on the part of Contractor to comply with any of the provisions of this Paragraph 45 shall constitute a material breach of this Contract upon which County may terminate or suspend this Contract.
- 45.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either: a) repaid by Contractor to County by cash payment upon demand or b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Contract or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.

**46. RECYCLED BOND PAPER**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

**47. SUBCONTRACTING**

- 47.1 The requirements of this Contract may not be subcontracted by Contractor without the advance approval of County. Any attempt by Contractor to subcontract without the prior consent of County may be deemed a material breach of this Contract.
- 47.2 If Contractor desires to subcontract, Contractor shall provide the following information promptly at County's request:
- i. A description of the work to be performed by the subcontractor;
  - ii. A draft copy of the proposed subcontract; and
  - iii. Other pertinent information and/or certifications requested by County.
- 47.3 Contractor shall indemnify and hold County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

- 47.4 Contractor shall remain fully responsible for all performances required of it under this Contract, including those that Contractor has determined to subcontract, notwithstanding County's approval of Contractor's proposed subcontract.
- 47.5 County's consent to subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. Contractor is responsible to notify its subcontractors of this County right.
- 47.6 County's Contract Administrator is authorized to act for and on behalf of County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by County, Contractor shall forward a fully executed subcontract to County for its files.
- 47.7 Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to subcontract.
- 47.8 Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by County from each approved subcontractor. Contractor shall ensure delivery of all such documents to County's Contract Administrator at the address set forth in Exhibit E (County's Administration) before any subcontractor employee may perform any work hereunder.

**48. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 21 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Contract pursuant to Paragraph 50 (Termination for Default) and pursue debarment of Contractor pursuant to County Code Chapter 2.202.

**49. TERMINATION FOR CONVENIENCE**

- 49.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.
- 49.2 After receipt of a notice of termination and except as otherwise directed by County, Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

49.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract shall be maintained by Contractor in accordance with Paragraph 45 (Record Retention and Inspection/Audit Settlement).

## **50. TERMINATION FOR DEFAULT**

50.1 County may, by written notice to Contractor, terminate the whole or any part of this Contract, if, in the judgment of County:

- i. Contractor has materially breached this Contract; or
- ii. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- iii. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.

50.2 In the event that County terminates this Contract in whole or in part as provided in Paragraph 50.1, County may procure, upon such terms and in such manner as County may deem appropriate, goods and services similar to those so terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Paragraph 50.2.

50.3 Except with respect to defaults of any subcontractor, Contractor shall not be liable for any such excess costs of the type identified in Paragraph 50.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Paragraph 51.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

50.4 If, after County has given notice of termination under the provisions of this Paragraph 50, it is determined by County that Contractor was not in default under the provisions of this

Paragraph 50, or that the default was excusable under the provisions of Paragraph 50.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 49 (Termination for Convenience).

50.5 The rights and remedies of County provided in this Paragraph 50 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## **51. TERMINATION FOR IMPROPER CONSIDERATION**

51.1 County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

51.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

51.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

## **52. TERMINATION FOR INSOLVENCY**

52.1 County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for Contractor; or
- The execution by Contractor of a general assignment for the benefit of creditors.

52.2 The rights and remedies of County provided in this Paragraph 52 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## **53. TERMINATION FOR NON-ADHERENCE TO COUNTY LOBBYIST ORDINANCE**

Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by Contractor, shall fully comply with County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of Contractor or any County Lobbyist or County Lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which County may in its sole discretion, immediately terminate or suspend this Contract.

**54. TERMINATION FOR NON-APPROPRIATION OF FUNDS**

Notwithstanding any other provision of this Contract, County shall not be obligated for Contractor's performance hereunder or by any provision of this Contract during any of County's future fiscal years unless and until the Board of Supervisors appropriates funds for this Contract in County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract with respect to any Department receiving services under the Contract, then County shall terminate this Contract with respect to any one or all of the Departments as of June 30 of the last fiscal year for which funds were appropriated. County shall notify Contractor in writing of any such non-allocation of funds and the Departments affected at the earliest possible date.

**55. VALIDITY**

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

**56. WAIVER**

No waiver by County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 57 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**57. WARRANTY AGAINST CONTINGENT FEES**

57.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

57.2 For breach of this warranty, County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**58. PROPRIETARY RIGHTS**

58.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all information, data, plans, diagrams, reports and other documents and records (hereafter "materials") which are originated or created through Contractor's work

pursuant to this Contract. Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in County all of Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to Contractor's work under this Contract.

- 58.2 During the term of this Contract and for five (5) years thereafter, Contractor shall maintain and provide security for all of Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use, at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 58.3 Any and all materials, software and tools which are developed or were originally acquired by Contractor outside the scope of this Contract, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to County's Contract Administrator or designee as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "Propriety" or "Confidential" on each appropriate page of any document containing such material.
- 58.4 County will use reasonable means to ensure that Contractor's proprietary and/or confidential items are safeguarded and held in confidence. County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of Contractor.
- 58.5 Notwithstanding any other provision of this Contract, County will not be obligated to Contractor in any way under Paragraph 58.4 above for any of Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Paragraph 58.3 above or for any disclosure which County is required to make under any state or federal law or order of court.
- 58.6 All the rights and obligations of this Paragraph 58 shall survive the expiration or termination of this Contract.

## **59. INTELLECTUAL PROPERTY INDEMNIFICATION**

- 59.1 Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of Contractor's work under this Contract. County shall inform Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support Contractor's defense and settlement thereof.
- 59.2 In the event any equipment, software or services product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

- Procure for County all rights to continued use of the questioned equipment, software or services product; or
- Replace the questioned equipment, software or services product with a non-questioned item; or
- Modify the questioned equipment, software or services product so that it is free of claims.

59.3 Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by Contractor, in a manner for which the questioned product was not designed nor intended.

**60. TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM**

60.1 This Contract is subject to the provisions of County’s ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

60.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

60.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

60.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to County any difference between the contract amount and what County’s costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-Responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

**61. LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM**

- 61.1 This Contract is subject to the provisions of County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 61.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- 61.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- 61.4 If Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
1. Pay to County any difference between the contract amount and what County's costs would have been if the contract had been properly awarded;
  2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
  3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and OAAC of this information prior to responding to a solicitation or accepting a contract award.

IN WITNESS WHEREOF, County and Contractor by their duly authorized signatures have caused this Contract to be effective the day, month and year first above written.

COUNTY OF LOS ANGELES:  
INFORMATION SYSTEMS ADVISORY BODY

By \_\_\_\_\_  
JOHN RUEGG, DIRECTOR

CONTRACTOR: SourceCorp BPS Inc.

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Title \_\_\_\_\_

APPROVED AS TO FORM:

ROBERT E. KALUNIAN  
Acting County Counsel

By \_\_\_\_\_  
VICTORIA MANSOURIAN  
Deputy County Counsel

**EXHIBIT A**  
**STATEMENT OF WORK**  
**FOR**  
**DOCUMENT IMAGING SERVICES**

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## **1.0 SCOPE OF WORK**

Electronic document management is a strategic initiative of the County of Los Angeles (“County”). In order to meet legal records retention requirements and comply with requests from the public, government agencies and other law enforcement agencies for information, the County Departments must implement cost-effective strategies for the secure archival and retrieval of their documents.

This Statement of Work (“SOW”) provides the specifications and requirements for the Contractor to convert paper documents to digital images and provide other work relating to document imaging for County’s Sheriff, District Attorney, Public Defender, Alternate Public Defender and Probation Department (“Document Imaging Services”). Additionally, a conversion of archived images in a proprietary format will need to be converted for the Sheriff’s Department. The documents to be imaged will include multi section booking jackets with sections A-H, booking jackets, station booking reports, incident reports, arrest reports, court reports, photographs, case investigation/supervision files (including various handwritten and machine printed documents), forms and reports, financial collections files and related documents, and various loose papers, as further specified herein. The resultant images will be imported into the respective Department’s document management system(s) and will be managed according to each Department’s specific requirements. No estimates of volumes are guaranteed by County as the minimum for each month.

As part of the Document Imaging Services, Contractor shall also provide storage and shredding of documents as required by County, as further specified herein.

## **2.0 BACKGROUND**

The Sheriff’s Department maintains various booking and incident reports. The booking and incident reports that originate from the stations and custodial facilities are in hard copy format. With limited space in these stations, hard copy records and documents cannot be stored and maintained over a long period. Up until 2001, these records and documents were stored on microfilm or microfiche. Since then, the records are being stored electronically in a “.dms” format. Electronic storage of the records allows for the automated retrieval of the stored information, a method more efficient and less time consuming than retrieving the data from hard copy reports, microfilm or microfiche.

The District Attorney’s Office is required to maintain case files for specific periods depending on the case type. Misdemeanor case files must be retained for five (5) years, felony case files for twenty five (25) years and life-term case files indefinitely. The various documents that make up these case files are in hard copy format and are maintained in various locations throughout the County. In order to meet retention requirements and address the problem of warehousing millions of paper case files, the District Attorney’s Office is implementing an electronic document management system.

The Probation Department is required to maintain Probation and Pretrial Investigation and Supervision case files and related documents that include arrest reports, court reports, assessment records, court orders, Probationer reporting documentation, financial collections files, payment documentation, photographs, forms and reports, including various handwritten and machine printed documents, for a period of time depending on the document type and source. Storage of the Pretrial and Budget and Fiscal packet hard copies has been offsite at a Probation Property and

Supply facility. The Adult and juvenile Probation Folders are returned to Probation's Central Records Section for destruction after a Quality and Assurance check. Currently, onsite retrieval of archived documents is accomplished with microfilm images. Archive volume and equipment failure, as well as improving technology, require implementation of an electronic document management system. Since, 2006, the Probation Department has implemented the Digital Imaging process, the records and documents are stored electronically in the PEDMS Archival Library. Electronic storage of the records allows for the automated retrieval of the stored information, which is more efficient and less time consuming than retrieving the data from hard copy reports or microfilm. The Probation Department is imaging the Adult Probation Files (APF), Juvenile Probation Files (JPF), Pretrial Packets (PRP), and Budget and Fiscal Files (ARF, JRF, JRB).

The Public Defender and Alternate Public Defender are required to maintain case files for the lifetimes of its clients. Since there is no viable method of determining those periods, the Public Defender and Alternate Public Defender do not destroy any physical records. The various documents that make up these case files are in hard copy format and are maintained in various locations throughout the County. In order to address the problem of warehousing millions of paper case files, the Public Defender and Alternate Public Defender are implementing an electronic document management system.

### **3.0 FACILITIES AND SPECIFIC TASKS**

- 3.1** County shall provide Contractor documents in adequately marked boxes. Each box shall be labeled with name of pickup facility, pickup date, box number and a brief contents description.
- 3.2** Pickup facility personnel shall create an index/transmittal sheet for each box sent for imaging. Such index shall identify each record sent for imaging.
- 3.3** In the event that an index/transmittal sheet for a box and/or case file sent to Contractor is not found, Contractor shall produce an index/transmittal sheet of documents in the particular box at the request of County.
- 3.4** The records and documents that are imaged are from various agency offices and locations. Contractor and County shall develop a specific time schedule for pickup and return of boxes for each Department, based on the project requirements and during normal business hours as determined by County for the locations to be specified in Attachment A.2 (Pickup and Return Locations). Any updates to the pickup and return locations shall automatically be incorporated into and replace the then current Attachment A.1 (Pickup and Return Locations).
- 3.5** Upon receipt of the files transmitted to Contractor, Contractor shall be responsible for reorganizing the files in the sequence noted on the transmittal sheet, whenever there is a discrepancy between the transmittal sheet and the sequence of files within a box.
- 3.6** Locations are subject to change based on the need of County. County will provide Contractor with written notification prior to location change. County and Contractor will agree to a minimum number of boxes to be picked up at any location. Should an sufficient number of boxes not be ready at the designated pickup time and date, County will update the request for a pickup during the following week and will notify Contractor at least 24 hours prior to that next week's pickup time.

**3.7** Prior to starting work under the Contract, Contractor shall prepare an updated written project plan, referred to as the Project Control Document (“PCD”), which shall detail all tasks, schedules and deliverables and will be reviewed by County against the PCD submitted by Contractor prior to the Effective Date. County’s Contract Administrator and/or the applicable County's Project Manager must review and approve in writing Contractor’s PCD prior to Contractor beginning work under the Contract. All changes and modifications to the PCD shall be reviewed and approved by County’s Contract Administrator and County’s Project Manager(s). The PCD shall include, but not be limited to, the following:

- i. Quality Assurance Plan (QAP)
- ii. Implementation Plan
- iii. Back-up Disaster Recovery Plan
- iv. Project Plan using automated software, such as MS Project

**3.8** County shall be given the authority to inspect its documents at Contractor’s facilities within one day notification.

**3.9 INVOICE**

Invoices must be provided on a Department-by-Department basis with full backup information that includes data on files transmitted to each department’s FTP site. Backup data may be delivered in paper or electronic form – with the electronic form being in the format of Contractor prepared MS Excel spreadsheet(s). Within the Probation Department, each different business unit providing files for conversion must be invoiced separately, with full detail being provided. Similar detail must be provided, including all pertinent detail regarding images scanned, boxes stored, retrievals made must be included in order to ensure prompt payment by County. Each County Department will provide Contractor with detailed information regarding the invoicing procedures and invoicing addresses of County Departments.

**3.9.1** Invoices may include costs for rescanning images that result from County Department error resulting in a need for a file to be rescanned.

**3.9.2** Invoicing for box storage shall be calculated to begin on the last calendar day of the month after receipt of that box, and shall apply uniformly to all Departments.

**3.9.3** Invoicing for scanning services will include all accepted and uploaded images, as well as those images that have been uploaded for 60-days, but have not yet been reviewed by the Department.

**3.9.4** County will notify Contractor within 30 business days of invoice receipt of any discrepancies between its and Contractor’s calculation of services provided during the previous month.

**4.0 QUALITY CONTROL**

Contractor shall establish and utilize a comprehensive Quality Control Plan (“QCP”) and Security Plan to ensure that County receives a consistently high level of service throughout the term of the Contract. Both plans shall be submitted to County’s Contract Administrator and

applicable County's Project Manager for review and approval prior to beginning work under the Contract. The plans shall include, but not be limited to, the following:

#### **4.1 QUALITY CONTROL PLAN**

##### **4.1.1 Monitoring**

Contractor must include its method for monitoring the number of documents, picked-up, the number of documents prepared for imaging, the number of pages imaged, and the number of documents returned. Monitoring must extend to the FTP site for each applicable Department and must include assurance that all images have been delivered in electronic form to County.

##### **4.1.2 Data Integrity and Image Clarity**

Contractor shall describe its methods for maintaining the integrity of the data extracted and ensuring the clarity of the scanned images.

##### **4.1.3 Imaging Accuracy**

Contractor shall describe its methods for meeting a ninety-nine percent (99%) accuracy of converted/scanned images.

##### **4.1.4 Imaging Accuracy Variance**

Contractor shall describe its method/solution for conversion/scanning of the remaining percentage (no greater than one percent (1%) of non-scanned/non-converted images. Any and all images that require rescanning in order to improve quality will be rescanned, regardless of the one percent (1%) image accuracy requirement.

##### **4.1.5 Exception Notice**

Contractor shall identify those pages that are of insufficient quality for scanning and indexing. The notices will consist of an initial target sheet that identifies that subsequent pages are of poor quality and may not be legible and an ending target sheet indicating that previous images were of insufficient quality to permit the presentation of legible images. Where there is a single image of poor quality, the notice target will be inserted prior to that image, but not after.

##### **4.1.6 Problem Correction Report**

A record of all inspections conducted by Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to County on a monthly basis. Corrective actions must be resolved within two (2) business days of notification.

##### **4.1.7 Contact Personnel**

Contractor shall provide County with the names of the personnel responsible for resolving corrective actions.

#### **4.2 SECURITY PLAN**

Contractor's Security Plan will explain the procedures to be used to prevent theft or unauthorized access to and/or dissemination of County data and documents and photographic images, sound recordings, Compact Discs and/or DVDs.

Contractor's Security Plan must describe how the facility is or will be physically designed to segregate the processing of County documents to prevent intermingling of County boxes with the boxes of other customers throughout the storage, document preparation, scanning and indexing, and quality assurance processes. The plan must also address specific needs to ensure that no outside party is able to view County documents that are being prepared, scanned, indexed or viewed during quality assurance processing.

## **5.0 QUALITY ASSURANCE PLAN**

County will evaluate Contractor's performance under the resultant Contract using the quality assurance procedures described in Paragraph 22 (County's Quality Assurance Plan) of the base Contract.

### **5.1 QUARTERLY MEETING**

Contractor is required to attend any meetings scheduled by County or County and Contractor.

### **5.2 CONTRACT DISCREPANCY REPORT**

**5.2.1** Verbal notification of a Contract discrepancy shall be made to County's Contract Administrator as soon a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by County and Contractor.

**5.2.2** County's Contract Administrator will determine whether a formal Contract Discrepancy Report, on the form specified in Schedule B.1 (Contract Discrepancy Report), shall be issued. Upon receipt of this document, Contractor shall respond in writing to County's Contract Administrator within five (5) business days acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to County's Contract Administrator within ten (10) business days.

### **5.3 COUNTY OBSERVATIONS**

In addition to each Department's contracting staff, other County personnel may observe Contractor's performance activities and review documents relevant to the Contract at any time during normal business hours without unreasonably interfering with Contractor's performance.

## **6.0 DEFINITIONS**

### **6.1 SHERIFF**

#### **6.1.1 Booking Jacket Package (BJP)**

This report consists of the documentation of an inmate's whole "history" while in custody at one of the Department's custodial facilities. Documents may include, but is not limited to, the booking jacket itself, booking and property record, prisoner clothing inventory, medical screening form, Removal Order for in-

custody defendants, jail custody record, Criminal History Name Information, Criminal fingerprint card, jail wrist band, forms generated in court, such as Abstract of Judgment, Order for Release, Court Release, Temporary Commitment, Commitment to County Jail, and bail information. The documents are of varying sizes, paper type, and color. Every Booking Jacket Package consists of a set of six index information fields: Booking number, Booking/Arrest date, folder type, document type, and first and last name.

### **6.1.2 Incident Report Package (IRP)**

This report is initiated as a result of a reported incident, usually out in the field, and is a documentation of the events surrounding the reported incident. The documentation may include, but is not limited to, LASD Incident Report, Crime Analysis Form-Suspect/Subject Information, Probable Cause Declaration/Arrest Review, Criminal History Name Inquiry, Consolidated Criminal History Reporting System (CCHRS) Inquiry, Urine Test Admonishment, Supplementary Loss Report, Driver History Inquiry, Juvenile Petitions, Los Angeles County Jail Booking and Property Record, and California Department of Motor Vehicle documents, such as Traffic Collision Report, Vehicle Report, and Notice of Stored Vehicle. The documents are of varying sizes, paper type and color. Each IRP consists of a set of six index information fields: Uniform Reporting Number (URN), report date, folder type, document type, and first and last name.

### **6.1.3 Station Booking Package (SBP)**

This report is maintained in the various stations and documents an arrestee's activities at the station. The SBP may include, but is not limited to: Jail Booking and Property Record, Wrist Band, Additional Charges and Holds Record, Los Angeles County Unified Arrestee Medical Screening, Driver History Inquiry, Criminal History Name Inquiry, Consolidated Criminal History Reporting System Inquiry, Station Jail Prisoner Classification Questionnaire, Warrant Verification Factors, Station Jail Orientation, Crime Summary, Information Probable Cause Declaration/Arrest Review and Bond information. The documents are of varying sizes, paper type and color. Each SBP has a set of six index information fields: Booking number, booking date, folder type, document type, and first and last name.

### **6.1.4 Loose Papers (LSP)**

These consist of miscellaneous documents that may be part of booking or incident packages, but were found or maintained separately from the main report.

### **6.1.5 Sheriff's Integrated Records Retrieval and Assembly System (SIRRAS)**

This is the Sheriff's Department's computerized system that stores all digitized incident reports, booking records, and other documents on electronic media. All documents must be compatible with the SIRRAS Visiflow application. Contractor will be responsible for any modifications to allow for compatibility.

### **6.1.6 Conversion of Digital Images in SIRRAS Stored in a Proprietary ".DMS" Format under Exigen's Visiflow Application**

There are approximately 15 million digital images stored in SIRRAS which need to be converted to a “TIFF” Format.

## **6.2 DISTRICT ATTORNEY**

### **6.2.1 Felony Case File (FCF)**

This file consists of documents related to the prosecution of a defendant charged with a felony as defined by statute. Documents include, but are not limited to: Court documents (Complaint, Information, Petition, Supplemental Petition, Pleas and Waiver forms, Arrest/Bench Warrants), police reports, DA Documents (Police Data Worksheet, Charge Evaluation Worksheet, DDA Fact Summary, Chronology, Case Declination and Referral, Pleading Instructions, Jury Selection Documents, Subpoenas, Witness List, Disposition Report), Motions, Priors (Rap Sheet, Department of Corrections Packet), Discovery Documents, Transcripts, Search Warrants/Wiretap Documents, Probation Report, Probation Violation Worksheet, Criminal fingerprint card, photographs, Scientific Reports (Autopsy, DNA, Ballistics, Fingerprints, other Lab Reports), Medical/Psychiatric Reports, Asset Forfeiture Notice, Media Reports, photographs and miscellaneous correspondence. The documents are of varying sizes, paper type and color. Each Felony Case File Jacket Package consists of a set of three to four primary fields: Defendant(s) First Name, Last Name, DA Case Number, and /or Court Case Number. Special handling of cases such as Lifer, Life Without Parole, High Profile, Death Penalty and Open Warrants shall be returned to the originating location upon completion of scanning.

### **6.2.2 Misdemeanor Case File (MCF)**

This file consists of documents related to the prosecution of a defendant charged with a misdemeanor as defined by statute. Documents include, but are not limited to: Court documents (Complaint, Information, Petition, Supplemental Petition, Pleas and Waiver forms, Arrest/Bench Warrants), police reports, DA Documents (Police Data Worksheet, Charge Evaluation Worksheet, DDA Fact Summary, Chronology, Case Declination and Referral, Pleading Instructions, Jury Selection Documents, Subpoenas, Witness List, Disposition Report), Motions, Priors (Rap Sheet, Department of Corrections Packet), Discovery Documents, Transcripts, Search Warrants/Wiretap Documents, Probation Report, Probation Violation Worksheet, Criminal fingerprint card, photographs, Scientific Reports (Autopsy, DNA, Ballistics, Fingerprints, Jail Booking and Property Record, and California Department of Motor Vehicle documents, such as Traffic Collision Report, Vehicle Report, and Notice of Stored Vehicle, other Lab Reports), Medical/Psychiatric Reports, Asset Forfeiture Notice, Media Reports, photographs and miscellaneous correspondence. The documents are of varying sizes, paper type and color. Every Misdemeanor Case File Jacket Package consists of a set of three to four primary fields: Defendant(s) First Name, Last Name, DA Case Number and/or Court Case Number.

### **6.2.3 Investigation Case File (ICF)**

This file contains documents related to criminal investigations conducted by the District Attorney's Bureau of Investigation. Documents include but are not limited to: Interview Reports, Arrest Documents, Evidentiary Documentation, Case Notes, Investigation Reports, photographs and miscellaneous correspondence. Every District Attorney Investigation File Jacket Package consists of a set of five primary fields: File Number, Investigator Last Name, First Name or Initial, Date Closed and Date Reopened.

#### **6.2.4 Loose Papers (LSP)**

These consist of miscellaneous documents that may be part of booking or case files or incident packages, but were found or maintained separately from the main file. Contractor shall scan miscellaneous documents into existing case files.

### **6.3 PROBATION DEPARTMENT**

#### **6.3.1 Probation File**

The Probation File consists of a legal size file folder containing documents related to the investigation and supervision activities performed by a Deputy Probation Officer while investigating or supervising the defendant/minor.

#### **6.3.2 Adult Probation File (APF)**

This file contains documents that may include, but are not limited to the file folder itself, arrest reports, supervision and investigation court reports, court orders, miscellaneous court documents, financial and payment records, assessments, miscellaneous forms, computer print-outs, cards, probationer report-in records, miscellaneous handwritten documents, and photographs. The documents may be on single or double-sided paper of varying sizes, thickness, finishes, and color. A file may be several inches thick. The index for the imaged file will include the file descriptor for Adult Probation File (APF), Probation Identifier (X-Number), Last Name, First Name, and Court Case Number.

#### **6.3.3 Juvenile Probation File (JPF)**

This file contains documents that may include, but are not limited to the file folder itself, arrest reports, supervision and investigation court reports, court orders, miscellaneous court documents, financial and payment records, assessments, miscellaneous forms, computer print-outs, cards, probationer report-in records, miscellaneous handwritten documents, and photographs. The documents may be on single or double-sided paper of varying sizes, thickness, finishes, and color. A file may be several inches thick and include a California Youth Authority File. The index for the imaged file will include the file descriptor for Juvenile Probation File (JPF), Probation Identifier (PDJ Number), Juvenile Automated Index Number (JAIN Number), Last Name, First Name, and Court Case Number.

#### **6.3.4 Financial Services File**

This file consists of a letter size file folder with fasteners containing information regarding the restitution requirements of a defendant/minor.

- 6.3.4.1 An Adult Restitution File (ARF) may include, but is not limited to the file folder itself, arrest reports, court reports, court orders, victim and loss lists, letters to victims, financial assessments, financial change reports, comment sheets and related forms, letters, faxes, checks, invoices, and photographs.. The documents may be on single or double-sided paper of varying sizes, thickness, finishes, and color. The index for the imaged file will include the file descriptor for Adult Restitution File (ARF), Probation Identifier (X-Number), Collection and Accounts Receivable System (CARS) Number, Last Name, First Name, and Court Case Number.
- 6.3.4.2 A Juvenile Restitution File (JRF) may include, but is not limited to the file folder itself, arrest reports, court reports, court orders, victim and loss lists, letters to victims, financial assessments, financial change reports, comment sheets and related forms, letters, faxes, checks, invoices, and photographs.. The documents may be on single or double-sided paper of varying sizes, thickness, finishes, and color. The index for the imaged file will include the file descriptor for Juvenile Restitution File (JRF), Centralized Restitution System (CRS) Number, Probation Identifier (PDJ Number), Last Name, First Name, and Court Case Number.
- 6.3.4.3 A Juvenile Reimbursement File (JRB) may include, but is not limited to the letter size file folder itself, court orders, Debtor letters, Account setup confirmation sheet, financial statements, pay stubs, tax forms, assessment forms, debtor letters, Chart of Detainment cost, Minor’s detainment dates, Minor’s court history, Financial evaluation notification letters, Personal checks, Accounts Receivable transaction forms, and refund memos. The documents may be on single or double-sided paper of varying sizes, thickness, finishes, and color. The index for the imaged file will include the file descriptor for Juvenile Reimbursement File (JRB), Collection and Accounts Receivable System (CARS) Number, Probation Identifier (PDJ Number), Last Name, First Name, and Court Case Number.

### **6.3.5 Pretrial Packets (PRP)**

These consist of stapled packets of documents pertaining to the pretrial investigation of a defendant. The packet contains uniform 8.5”x11” white bond pages, including, but not limited to, information and comment sheets, interview records, court reports, investigative reports, criminal history records, and evaluation and assessment forms. The index for the imaged file will include the file descriptor for Pretrial Packets (PRP), Application Number, Last Name, and First Name.

### **6.3.6 Integration with PEDMS**

Imaged documents will be integrated into the Probation Department’s online Probation Enterprise Document Management System (“PEDMS”), which uses Global360’s Empower software.

## **6.4 PUBLIC DEFENDER**

### **6.4.1 Felony Case File (FCF)**

This file consists of documents related to the defense of a defendant charged with a felony as defined by statute. Documents include, but are not limited to: Court documents (Complaint, Information, Petition, Supplemental Petition, Pleas and Waiver forms, Arrest/Bench Warrants), police reports, documents which may have been received by way of discovery from the District Attorney, Jury Selection Documents, Subpoenas, Motions, Priors (Rap Sheet, Department of Corrections Packet), Discovery Documents, Transcripts, Search Warrants/Wiretap Documents, Probation Reports, Probation Violation Worksheet, Criminal fingerprint card, photographs, Scientific Reports (Autopsy, DNA, Ballistics, Fingerprints, other Lab Reports), Medical/ Psychiatric Reports, Asset Forfeiture Notice, Media Reports, photographs and miscellaneous correspondence. The documents are of varying sizes, paper type and color. Every Public Defender Case File Jacket Package consists of a set of four primary fields: Defendant(s) First Name, Middle Name, Last Name, and Court Case Number.

### **6.4.2 Misdemeanor (MCF)**

This file consists of documents related to the defense of a defendant charged with a misdemeanor as defined by statute. Documents include, but are not limited to: Court documents (Complaint, Information, Petition, Supplemental Petition, Pleas and Waiver forms, Arrest/Bench Warrants), police reports, documents which may have been received by way of discovery from the District Attorney or various city prosecutors, Jury Selection Documents, Subpoenas, Motions, Priors (Rap Sheet, Department of Corrections Packet), Discovery Documents, Transcripts, Search Warrants/Wiretap Documents, Probation Reports, Probation Violation Worksheet, Criminal fingerprint card, photographs, Scientific Reports (Autopsy, DNA, Ballistics, Fingerprints, other Lab Reports), Medical/Psychiatric Reports, Asset Forfeiture Notice, Media Reports, photographs and miscellaneous correspondence. The documents are of varying sizes, paper type and color. Every Public Defender Case File Jacket Package consists of a set of four primary fields: Defendant(s) First Name, Middle Name, Last Name, and Court Case Number.

### **6.4.3 Do Not Destroy Case File (DNDCF)**

This file consists of documents related to the defense of a defendant charged with a felony as defined by statute. Documents include, but are not limited to: Court documents (Complaint, Information, Petition, Supplemental Petition, Pleas and Waiver forms, Arrest/Bench Warrants), police reports, documents which may have been received by way of discovery from the District Attorney or various city prosecutors, Jury Selection Documents, Subpoenas, Motions, Priors (Rap Sheet, Department of Corrections Packet), Discovery Documents, Transcripts, Search Warrants/Wiretap Documents, Probation Reports, Probation Violation Worksheet, Criminal fingerprint card, photographs, Scientific Reports (Autopsy, DNA, Ballistics, Fingerprints, other Lab Reports), Medical/Psychiatric Reports, Asset Forfeiture Notice, Media Reports, photographs and miscellaneous correspondence. The documents are of varying sizes, paper type and color. Every

Public Defender Case File Jacket Package consists of a set of four primary fields: Defendant(s) First Name, Middle Name, Last Name, and Court Case Number.

#### **6.4.4 Juvenile Case File (JCF)**

This file consists of documents related to the defense of a minor charged with a misdemeanor or felony as defined by statute. Documents include, but are not limited to: Court documents (Complaint, Information, Petition, Supplemental Petition, Pleas and Waiver forms, Arrest/Bench Warrants), police reports, documents which may have been received by way of discovery from the District Attorney or various city prosecutors, Jury Selection Documents, Subpoenas, Motions, Priors (Rap Sheet, Department of Corrections Packet), Discovery Documents, Transcripts, Search Warrants/Wiretap Documents, Probation Reports, Probation Violation Worksheet, Criminal fingerprint card, photographs, Scientific Reports (Autopsy, DNA, Ballistics, Fingerprints, other Lab Reports), Medical/Psychiatric Reports, Asset Forfeiture Notice, Media Reports, photographs and miscellaneous correspondence. The documents are of varying sizes, paper type and color. Every Public Defender Case File Jacket Package consists of a set of five primary fields: Defendant(s) First Name, Middle Name, Last Name, and Court Case Number and Petition Date.

#### **6.4.5 Loose Papers (LSP)**

These consist of miscellaneous documents that may be part of the case file, but were found or maintained separately from the main file.

### **6.5 ALTERNATE PUBLIC DEFENDER**

#### **6.5.1 Felony Case File (FCF)**

This file consists of documents related to the defense of a defendant charged with a felony as defined by statute. Documents include, but are not limited to: Court documents (Complaint, Information, Petition, Supplemental Petition, Pleas and Waiver forms, Arrest/Bench Warrants), police reports, documents which may have been received by way of discovery from the District Attorney, Jury Selection Documents, Subpoenas, Motions, Priors (Rap Sheet, Department of Corrections Packet), Discovery Documents, Transcripts, Search Warrants/Wiretap Documents, Probation Reports, Probation Violation Worksheet, Criminal fingerprint card, photographs, Scientific Reports (Autopsy, DNA, Ballistics, Fingerprints, other Lab Reports), Medical/ Psychiatric Reports, Asset Forfeiture Notice, Media Reports, photographs and miscellaneous correspondence. The documents are of varying sizes, paper type and color. Every Public Defender Case File Jacket Package consists of a set of four primary fields: Defendant(s) First Name, Middle Name, Last Name, and Court Case Number.

#### **6.5.2 Misdemeanor (MCF)**

This file consists of documents related to the defense of a defendant charged with a misdemeanor as defined by statute. Documents include, but are not limited to: Court documents (Complaint, Information, Petition, Supplemental Petition, Pleas and Waiver forms, Arrest/Bench Warrants), police reports, documents which may have been received by way of discovery from the District Attorney or various city

prosecutors, Jury Selection Documents, Subpoenas, Motions, Priors (Rap Sheet, Department of Corrections Packet), Discovery Documents, Transcripts, Search Warrants/Wiretap Documents, Probation Reports, Probation Violation Worksheet, Criminal fingerprint card, photographs, Scientific Reports (Autopsy, DNA, Ballistics, Fingerprints, other Lab Reports), Medical/Psychiatric Reports, Asset Forfeiture Notice, Media Reports, photographs and miscellaneous correspondence. The documents are of varying sizes, paper type and color. Every Public Defender Case File Jacket Package consists of a set of four primary fields: Defendant(s) First Name, Middle Name, Last Name, and Court Case Number.

### **6.5.3 Investigation Case File (ICF)**

This file contains documents related to investigations conducted by the Public Defender's Investigation's staff. Documents include but are not limited to: Investigation Requests, Interview Reports, Evidentiary Documentation, Case Notes, Investigation Reports, photographs and miscellaneous correspondence. Every Public Defender Investigation File Jacket Package consists of a set of five primary fields: File Number, Investigator Last Name, First Name or Initial, Date Closed and Date Reopened.

### **6.5.4 Loose Papers (LSP)**

These consist of miscellaneous documents that may be part of the case file, but were found or maintained separately from the main file.

## **7.0 RESPONSIBILITIES**

County and Contractor will be subject to the responsibilities specified in this Section 7.0 below.

### **7.1 COUNTY RESPONSIBILITIES**

#### **7.1.1 Personnel**

County will administer the Contract according to Paragraph 6 (Administration of Contract – County) of the base Contract. County's specific duties will include:

- 7.1.1.1 Monitoring Contractor's performance in the daily operation of the Contract.
- 7.1.1.2 Providing direction to Contractor in areas relating to policy, information, and procedural requirements.
- 7.1.1.3 Preparing Change Notices in accordance with Paragraph 8 (Change Notices and Amendments) of the base Contract.
- 7.1.1.4 Ensuring compatibility with the software application(s) used by County. Images may be in single or multi-page tiff files, depending upon the application of the County Department.
- 7.1.1.5 Querying each County Department's FTP site to ensure that files that have been transmitted to County in electronic form were, in fact, received by County.
- 7.1.1.6 In the event that data is lost by County, due to unforeseen circumstances, providing a copy of the lost data in the format specified

by County. Contractor shall be required to maintain a maximum of six (6) months of County data to satisfy this requirement.

- 7.1.1.7 In the event that a transmittal sheet is not in the box submitted to Contractor, at the request of County, indexing the box contents and providing a listing to County in the format specified by County.
- 7.1.1.8 In the event that files are not in the sequence as provided on the transmittal sheet, re-ordering the files in the sequence as shown on the transmittal sheet.
- 7.1.1.9 In the event that the Banker's box that was submitted by County was damaged or not in the condition which was originally submitted to Contractor, replacing the box with a standard Banker's box.

## **7.1.2 Furnished Items**

- 7.1.2.1 With the exception of document pick-up and return, all work shall be done at Contractor's facility. However, in the event that it is necessary for Contractor to perform work at County's facility, County may provide the following to Contractor only when Contractor is on site at the Records and Identification Bureau, Probation Department Central Records Facility and District Attorney Archive Facility, Public Defender Archive Facility, Alternate Public Defender Archive Facility:
  - i. Office space with appropriate furniture
  - ii. Personal computer system
  - iii. Telephone
  - iv. Paper supplies
  - v. Photocopier
- 7.1.2.2 County shall provide to Contractor on a regular basis all reports and records for processing as specified in Section 9.0 (Performance Requirements Summary) of this Statement of Work. Please note that the box size referenced refers to a standard Banker's Box.
  - 7.1.2.2.1 Public Defender, District Attorney, Alternate Public Defender, Probation Department, Sheriff's stations, and other custodial facilities shall be responsible for determining which files will be sent to RIB, IRC, Probation's Central Records Section, Pretrial Services Division or Budget and Fiscal Services or the Public Defender, District Attorney, Alternate Public Defender archive Facility for pick-up by Contractor.
  - 7.1.2.2.2 Public Defender, District Attorney, Alternate Public Defender, Probation Department, Sheriff's station, and other facility staff shall store all documents/ reports for imaging in standard packing boxes. Each box shall be labeled with name of facility, organization, box number,

brief content description, and the number of records/ documents contained in the box.

- 7.1.2.2.3 For the Sheriff, the total number of records in each box will vary between 700 and 1,000 records. For the District Attorney and Alternate Public Defender, total number of case records in each box will vary between 1-30 for Felony Case Files (FCF), 45-50 for Misdemeanor Case Files (MCF) and 1-50 for Investigation Case Files (ICF). For Public Defender, total number of case records in each box will vary between 1-150 for Felony Case Files (FCF), 45-400 for Misdemeanor Case Files (MCF), 1-50 Do Not Destroy Case Files (DNDCF), and 1-150 for Juvenile Case Files (JCF).
- 7.1.2.2.4 For the Probation Department, boxed files from Central Records will average about 45 files per box for adult files and 10 files per box for juvenile files. Pretrial Services will average about 300 packets per box, and from Budget and Fiscal Office will average about 45 files per box. Contractor should note that there may well be subsidiary case files in Probation Department records; thus there is a more complex structure of Probation Department case files, as described elsewhere in Section 8.4.16 below. The number of files may differ from the number of cases for that reason.
- 7.1.2.2.5 District Attorney, Probation Department, Sheriff's station, and other facility staff shall create an index/ transmittal sheet of all boxes sent to Contractor for imaging. Such index shall identify each record sent for imaging according to the report's Uniform Report Number (URN) or Court Case Number or Investigation Case Number.
- 7.1.2.2.6 For Sheriff, all boxed records shall be delivered to the vendor, Iron Mountain for Storage depending on location of the facility. For District Attorney, all boxed records shall be delivered to their Commerce Archive Facility. For the Public Defender and the Alternate Public Defender, all boxed records shall be delivered to their respective archive facilities.
- 7.1.2.2.7 For the Public Defender, District Attorney, Alternate Public Defender, some case file documents may be written in pencil. Similarly, some files may include xerographic copies, or on other than normally legible 8 ½" X 11" or 8 ½" 14" records (e.g. napkins, post it notes, cash register receipts) that are illegible in paper form. If, after scanning and rescanning, a document completed in pencil or other

“exception document” as those noted above that is an illegible xerographic copy cannot be effectively imaged, then Contractor may return such document to County.

- 7.1.2.2.8 Probation Department boxes (files/packets) picked up at Pretrial Services Division sites are returned to Pretrial Wilshire Office for long term archiving.
- 7.1.2.2.9 Probation Department boxes (files) picked up at Central Records Section sites will be returned within 14 business days of pickup for quality review and destruction to Central Records Section.
- 7.1.2.2.10 Probation Department boxes (files) picked up at Budget and Fiscal Services sites shall be returned within 14 business days of pickup to Lynwood Section.

## **7.2 CONTRACTOR RESPONSIBILITIES**

### **7.2.1 Contract Manager**

- 7.2.1.1 Contractor shall provide a full-time Contract Manager and designated alternate. County must have access to Contractor’s Contract Manager and/or designated alternate at all times, seven (7) days per week. Contractor shall provide a telephone number where Contractor’s Contract Manager may be reached on a twenty-four (24) hour per day basis.
- 7.2.1.2 The Contract Manager shall act as a central point of contact with County’s Contract Administrator and/or the applicable County’s Project Manager.
- 7.2.1.3 Contractor’s Contract Manager and the alternate must demonstrate previous experience, within the last five (5) years, in the management of work similar in scope, size and complexity as County’s requirements.
- 7.2.1.4 Contractor’s Contract Manager, or the alternate, shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Contractor's Contract Manager, or the alternate, shall be able to effectively communicate, in English, both orally and in writing.

### **7.2.2 Personnel**

- 7.2.2.1 Contractor shall assign a sufficient number of employees to perform the required work. At least one (1) employee at Contractor’s site shall be authorized to act for Contractor and must speak and understand English. All personnel assigned to perform any task related to this contract shall undergo a Background investigation to ensure that these persons are with good moral character and integrity. Contractor is advised that the background investigation and approval process may take up to or somewhat longer than a four-week time period, after that

employee candidate has been identified by Contractor. Contractor shall ensure that by the first day of employment, all persons with access to the records submitted by the Sheriff's, District Attorney, Public Defender, Alternate Public Defender, Probation Department shall have undergone a background investigation as well as signed a Criminal Offender Record Information ("CORI") Statement, which will be attached to the Contract as Exhibit J. The signed CORI Statement copies shall be forwarded to each Department within five (5) business days of start of employment.

#### 7.2.2.2 Uniforms/Identification Badges

7.2.2.2.1 Contractor employees assigned to pick up documents and records from County facilities shall wear an appropriate uniform at all times.

7.2.2.2.2 Contractor employee uniform shall consist of a shirt with the company name on it.

7.2.2.2.3 Contractor employee uniform pants are optional. All uniforms, as required and approved by County's Contract Administrator, or his/her designee, will be provided by and at Contractor's expense.

7.2.2.2.4 Contractor shall furnish and require every on-duty employee to wear a visible photo identification badge identifying employee by name, physical description, and company. Such badge shall be displayed on each employee's person at all times he/she is on the County designated property.

### 7.2.3 Materials and Equipment

The purchase of all materials/equipment to provide the required imaging services is the responsibility of Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by its employees.

### 7.2.4 Training

7.2.4.1 Contractor shall provide training programs for all new employees and continuing in-service training for all employees.

7.2.4.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards, as appropriate.

7.2.4.3 All employees shall be trained in the secure and confidential handling of County documents.

### 7.2.5 Contractor's Office

Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. At least one (1) employee who can respond to

inquiries and complaints, which may be received about Contractor's performance of the Contract, shall staff the office during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. When the office is closed, an answering service shall be provided to receive calls. Contractor shall answer calls received by the answering service within two (2) hours of receipt of the call.

### **7.3 WORK SCHEDULES**

- 7.3.1** Contractor shall submit for review and approval its work schedule to County's Contract Administrator within ten (10) days prior to starting work. Said work schedules shall be set on an annual calendar identifying all the required on-going maintenance tasks and task frequencies.
- 7.3.2** Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to County's Contract Administrator for review and approval within five (5) working days prior to scheduled time for work.

## **8.0 SPECIFIC WORK REQUIREMENTS – CONTRACTOR**

Contractor shall provide the Document Imaging Services and other related work as specified in this Section 8.0 below.

### **8.1 DOCUMENT PICK UPS AND RETURNS**

- 8.1.1** Contractor's Contract Manager and County's Contract Administrator, working with each Department, shall develop a document pick-up and return schedule for each Department. County's staff will call Contractor prior to the scheduled pick-up if there are no boxes ready for pick-up. In the event of unusually high volume, County will call Contractor and give the number of boxes to allow Contractor to determine which vehicle will be required.
- 8.1.2** County shall provide Contractor with records/documents that are stored in adequately marked boxes. Contractor will pick-up these boxes from Locations specified in Section 3.4 above.
- 8.1.3** Upon arrival with new boxes from County facilities, Contractor shall check each box against the index/transmittal sheet prepared by County personnel, if such document was prepared, to confirm they are the correct boxes. These boxes shall be stored in a secure area until Contractor's employees can prepare the documents for imaging.
- 8.1.4** Contractor shall be required to digitally image documents contained within a file in the same sequence as originally received. Contractor shall also return to County documents within a file in the same sequence as originally received.
- 8.1.5** The resulting electronic images and their indices shall be in an Oracle, Ms SQL or other ODBC compatible format in an online-based repository.

### **8.2 SHERIFF DOCUMENTS**

Sheriff's Department documents consist of several types of records, including the following:

- 8.2.1** *Incident Report Package (IRP)* consists of a stapled bundle of single and/or double-sided paper, forms, and cards and photographs of varying sizes, type and color that reference a reported incident.
- 8.2.2** *Booking Jacket Package (BJP)* consists of a stapled bundle of single and/or double-sided papers, forms, and cards of varying sizes, type of paper and color, which are generated in any of the Sheriff's facilities.
- 8.2.3** *Station Booking Package (SBP)* consists of a stapled bundle of single and/or double-sided paper, forms, cards of varying sizes, type of paper and color, which are reports generated in the various Sheriff's stations.
- 8.2.4** *Loose Papers (LSP)* consist of miscellaneous documents of varying sizes, types of paper and color. These are usually loose documents from previously scanned and processed records.
- 8.2.5** Conversion of approximately 15 million digital images stored in Exigen's ".dms" format to a ".tiff" format. Sheriff's Department may select conversion amounts in phases or groupings of records.
- 8.2.6** Before scanning, Contractor must separate all Injured on Duty (IOD) documents and documents labeled "Confidential" from the IRP, unless otherwise stipulated and return those documents to RIB on the next scheduled weekly document pick-up and return. The Injured on Duty and "Confidential" documents will not be imaged, but will be sent back to RIB.
- 8.2.7** Contractor shall store all Sheriff non-returned documents and packages in a secure facility with limited auditable access, for a period of six (6) months, if images have already been imported into SIRRAS and verified, commencing on the date of pick-up from County facilities by Contractor, or until the imaged record is successfully imported into SIRRAS, whichever comes later.
- 8.2.8** Contractor shall deliver all non-returned documents after the required storage to a bonded and licensed Document Shredding Firm for disposal. The Document Shredding firm may be a subcontractor to Contractor. Approval of subcontract with a document shredding firm will be subject to the provisions of Paragraph 47 (Subcontracting) of the base Contract.
- 8.2.9 Sheriff Document Imaging Preparation**
- 8.2.9.1 Currently, the Sheriff's monthly average workload totals about 600,000 pages. These figures are not a guaranteed monthly minimum. The figures below constitute an average that will vary on a monthly basis. The workload breakdown is as follows:

8.2.9.2

Document Report	Avg No. Boxes/Month	Avg.No. Packages/Box	Avg No. Pages/Pkg Avg No. Images	Total No. Pages/Month
Incident Report Package	80	800	5	320,000
Booking Jacket Package	60	600	6	216,000
Station Booking Package	20	525	4	42,000
Loose Papers	5	3,800	1	19,000
Digital Images Conversion				Up to 15 Million

**8.2.10** Documents will be imaged according to their box location. Preparation of documents for imaging shall include but not be limited to the following:

- 8.2.10.1 Inserting separator for each new record;
- 8.2.10.2 Removing paper clips and/or staples;
- 8.2.10.3 Arranging papers, if necessary;
- 8.2.10.4 Repairing any pages torn, bent or otherwise damaged, if necessary;
- 8.2.10.5 Straightening pages;
- 8.2.10.6 Separating Booking Jackets from documents found in the file; and
- 8.2.10.7 Preparing exception report for documents that are in such poor condition that they cannot be scanned.

**8.2.11** Contractor shall not in any way modify, delete, insert, alter, transform and/or add to the information contained in any document and/or package in any form or by any means, unless specified herein.

**8.2.12 Document Imaging and Document Enhancement**

Contractor shall image documents contained in the various packages, excluding all IOD and Confidential documents according to the following specifications:

- 8.2.12.1 Documents shall be imaged at a minimum resolution of 200 DPI. Pictures resolution will have a higher resolution and will be specified by RIB.
- 8.2.12.2 Image format shall be Bitonal Group IV TIFF.
- 8.2.12.3 Image enhancements shall include but not be limited to edging, line removal, de-skewing and de-speckling. All images shall be clear and readable. Contractor shall not de-speckle cards containing fingerprints.
- 8.2.12.4 Both sides of all documents shall be imaged, excluding blank pages. Contractor shall image the front and back of all booking jackets.

8.2.12.5 Conversion of up to 15 million digital images from a “.dms” format to a “.tiff” format.

### **8.2.13 Indexing of Packages**

County will provide Contractor with the following package types and other packages, as needed, which are designated by the applicable County’s Project Manager for Document Imaging Services:

8.2.13.1 Booking Jackets (BJP)

8.2.13.2 Station Booking (SBP)

8.2.13.3 Incident Reports (IRP)

8.2.13.4 Loose Papers (LSP)

### **8.2.14 Contractor shall create indices for all imaged documents in accordance with the following specifications:**

8.2.14.1 Booking Jackets and Station Booking packages may have the following 4 to 6 indices:

- i. Booking number (7 numeric)
- ii. Booking date (mmddyyyy)
- iii. First Name\*
- iv. Last Name\*
- v. Folder type (3 CHAR – values are BJP for Booking Jacket and SBP for Station Booking)
- vi. Document type (3 CHAR)

The information contained in the Booking Jacket Package from IRC or Station Booking Package may have bar codes, which may contain the information required for indexing.

8.2.14.2 Incident Report Packages may have the following 4 to 6 indices:

- i. Uniform Report Number (URN)(15 CHAR)
- ii. Report date (mmdyyy)
- iii. First Name\*
- iv. Last Name\*
- v. Folder type (3 CHAR) (Values are IRP for incident report)
- vi. Document type (3 CHAR)

8.2.14.3 Loose paper packages shall have the following indices:

- i. Uniform Report Number (URN) (15 CHAR) or Booking Number (7 numeric)
- ii. Folder type (3 CHAR) (Values are LSP for loose papers)

iii. Document type (3 CHAR)

- \* Contractor will always look on documents to use a person's name. However, in the event that only a business name is available, Contractor will use "NONE" as the First and Last Name.

- 8.2.15** During the indexing process, Contractor shall verify each page to ensure quality images. Documents that require rescanning shall be taken out of the indexing queue and placed in rescanning area.
- 8.2.16** In the event that County's stations and custodial facilities are not able to produce an index/transmittal sheet of all packages sent to Contractor, Contractor shall provide an index/transmittal sheet of documents in the particular box in the manner specified by and at the request of County.
- 8.2.17** Upon completion of the indexing process, including verification, Contractor will separate returned documents from non-returned documents.
- 8.2.18** Contractor shall create images and indices, which have formats and file naming conventions, which are fully compatible with and supported by Visiflow Connect as follows:
- 8.2.18.1 Image Documents and associated index information created for County shall be placed on Contractor's secured server accessible by FTP, for use by the Visiflow system. The target FTP system will contain one (1) or more Image Document(s) and a single index file. Each Document Image File that is created must have an entry inserted into the Index Text File. This text file will contain a single line of index values for each and every Document Image File created by Contractor and placed on the target FTP system. The index value should be a fixed length and separated by a delimiting character, such as a "PIPE" (|).
  - 8.2.18.2 Contractor shall not use standard punctuation characters, such as comma or semi-colon. The last entry in the index line must represent the Document Image File location name. For example, if the Index File is located at the root, and the Image Documents are in a sub directory named "IMAGES", the last parameter in the index line should read "\IMAGES\xxxxxxx.tif, where xxxxxxx.tif is the actual name of the Image Document. The target FTP system should be built to NOT use a directory structure; in other words, the single Index File and multiple Image Document Files should be placed in single directory structures off of the root.
  - 8.2.18.3 Image Document Files should be created to Bitonal Group 4 TIFF Multi-Page standards. Each package (Booking Jacket Package, Incident Report Package, and Station Booking Package) will contain one or more documents. Each document file will contain one or more pages related as a single entity. For example, a single Booking Jacket Package may contain multiple documents, each of which may contain multiple pages. A single document will represent a single image file on the Target FTP System and a single entry in the Index File.

8.2.18.4 Each folder at the folder level will contain indices based upon the folder type.

8.2.18.4.1 Booking Jacket and Station Booking Packages will contain one or more documents, each of which shall have a data value placed in the following index fields (indices):

- i. Folder\_Type – 3 CHAR – values BJP and SBP
- ii. Document\_Type – 3 CHAR
- iii. Booking Number – 7 Numeric
- iv. Booking Date – mmddyyyy
- v. Last Name
- vi. First Name

8.2.18.4.2 Incident Report documents shall have data values placed in the following index fields (indices):

- i. Folder\_Type – 3 CHAR – values IRP
- ii. Document\_Type – 3 CHAR
- iii. Uniform Report Number (URN) (15 CHAR)
- iv. Report\_Date – mmddyyyy

8.2.18.4.3 Loose Paper documents shall have data values placed in the following index fields (indices):

- i. Folder\_Type – 3 CHAR – values LSP
- ii. Document\_Type – 3 CHAR
- iii. Uniform Report Number (URN) (15 CHAR) and/or Booking Number (7 CHAR)

**8.2.19** Contractor shall develop a software database repository of images and indices in a format as specified in Section 8.2.14 (Indexing of Packages) above.

**8.2.20** Contractor shall store this repository of images and indices on a computer server accessible by FTP, for use by the Visiflow system and shall be accessible and importable via on-line and/or on-line Internet secured access to County. Contractor shall make the repository available to County upon request. Contractor shall also provide County online web access of imaged documents that are not yet available to County due to the importation/validation process, for the sole purpose of meeting public and law enforcement document requests.

**8.2.21** Contractor shall be solely responsible for all hardware, software and related professional services required for the complete process of creating, maintaining, transmitting, and receipt of data from the data repository by County. These services shall also include software and hardware maintenance, including, but not limited to, any equipment and/or software upgrades and/or enhancements, and/or professional services.

- 8.2.22 Contractor shall provide County access to the file server, where scanned images are stored, on a 24/7 schedule and Contractor must meet the security requirements of County.
- 8.2.23 Contractor shall, upon request by County, provide copies of any images stored in this file server.
- 8.2.24 Contractor shall upload the scanned images and their indices into the data repository within one (1) week of pick-up of the documents/records from County at the agreed upon fee Contractor shall transmit this data within 5 business days in the format specified by County.
- 8.2.25 County shall import the data repository into County's SIRRAS system on a regular basis as determined and specified by County.
- 8.2.26 Contractor shall retain the data repository until notified by County.
- 8.2.27 Contractor shall provide all information, support and assistance necessary for the importation of the data repository into County system. Contractor will validate the sufficiency of the data delivered by FTP to the staging server maintained by County after each transmission session. Contractor will notify Department of incomplete delivery due to technical access issues.

### **8.3 DISTRICT ATTORNEY DOCUMENTS**

- 8.3.1 District Attorney documents to be imaged consist of several types of records, which include the following:
  - 8.3.1.1 Felony Case File (FCF) consists of a file folder containing single and/or double-sided paper, forms, cards, and photographs of varying sizes, type of paper and color.
  - 8.3.1.2 Misdemeanor Case File (MCF) consists of a file folder containing single and/or double-sided paper, forms, cards, and photographs of varying sizes, type of paper and color.
  - 8.3.1.3 Investigation Case File (ICF) consists of a file folder containing single and/or double-sided paper, forms, cards, and photographs of varying sizes, type of paper and color.
- 8.3.2 Case Files may occasionally contain various forms of media that are not appropriate for imaging, i.e., audio tapes, CDs, sealed envelopes, etc. Contractor must separate these items from the Felony, Misdemeanor and Investigation Case Files and return them to the DA's Archive Facility on the next scheduled weekly document pick-up and return. Items must be identified specifically as to the case folder to which they belong, and all returns must be accompanied by a log sheet of returned items.
- 8.3.3 Contractor shall separate all photographs from the Felony, Misdemeanor and Investigation Case Files after the document has been imaged and verified, while Contractor will store the remaining portions of those records for destruction as instructed by the DA. All photographs will be returned to the DA's Archive Facility on the next scheduled weekly document pick-up and return, but only after

they have been imaged and verified. Such photographs must be identified as to the case to which they belong to enable the DA to associate the photographs with the case files.

- 8.3.4** Contractor shall store all District Attorney non-returned documents and packages in a secure facility with limited auditable access, for a period of six (6) months, if images have already been scanned, indexed and verified, commencing on the date of pick-up from County facilities by Contractor, or until the imaged record is successfully imported into District Attorney’s Document Management System, whichever comes later.
- 8.3.5** Contractor shall deliver all non-returned documents after the required storage to a bonded and licensed Document Shredding Firm for disposal. The Document Shredding firm may be a subcontractor to Contractor. Approval of subcontract with a Document Shredding firm will be subject to the provisions of Paragraph 47 (Subcontracting) of the base Contract.
- 8.3.6** Contractor is required to furnish a listing of all boxes and case numbers which are eligible for destruction on a monthly basis and the department will match this listing and furnish contractor with box id’s and case numbers to be queued for examination prior to destruction. Upon review and approval of the queued items the department will approve the destruction event schedule and contractor will proceed. Items held or failing review will delay the destruction until resolved by department and contractor.
- 8.3.7** Contractor shall contact County's Project Manager for the District Attorney immediately in the event of damage to any case file.

**8.3.8 District Attorney Document Imaging Preparation**

The District Attorney’s current total monthly average workload totals about 1.5 million pages. Due to minimal staff from January through June the average workload totals shall be reduced to about 1.2 million pages. The workload breakdown is as follows:

Document Report	Avg No. Boxes/Month	Avg.No. Packages/Box	Avg No. Pages/Pkg Avg No. Images
Felony Case File	1,220/1000	30	41
Misdemeanor Case File	*	40	30
Investigation Case File	*	80	15
Loose Papers	**	1	1,200

\* The District Attorney plans to image Felony Case Files as a first priority. Misdemeanor and Investigation Case Files may be imaged once all of the priority files have been processed.

\*\* Boxes containing loose papers will be forwarded for imaging on an infrequent, as-needed basis.

**8.3.9** Preparation of documents for imaging shall include, but not be limited to, the following:

- i. Inserting separator for each new case record;
- ii. Removing paper clips and/or staples;
- iii. Arranging papers if necessary;
- iv. Repairing pages if torn, bent or otherwise damaged, if necessary;
- v. Straightening pages; and
- vi. Separating Case File Jackets from documents found in the file.

**8.3.10** Contractor shall prepare exception report for documents that are in such poor condition that they cannot be scanned or those reports that were written in pencil. Contractor's quality control section shall review imaged documents to ensure accuracy prior to transmission of images to County.

**8.3.11** Contractor shall not in any way modify, delete, insert, alter, transform and/or add to the information contained in any document and/or package in any form or by any means, unless specified herein.

**8.3.12 Document Imaging and Document Enhancement**

Contractor shall image documents contained in the various packages according to the following specifications

- 8.3.12.1 Documents shall be imaged at a minimum resolution of 200 DPI.
- 8.3.12.2 Image format shall be Bitonal Group IV TIFF.
- 8.3.12.3 Image enhancements shall include but not be limited to edging, line removal, de-skewing and de-speckling. All images shall be clear and readable. Contractor shall not de-speckle cards containing fingerprints.
- 8.3.12.4 Both sides of documents shall be imaged, excluding blank pages. Contractor shall image the front, insides and back of all Case File Jackets.
- 8.3.12.5 Contractor shall index each record according to County's specifications.
- 8.3.12.6 Contractor shall verify all scanned images to ensure complete image capture.
- 8.3.12.7 Contractor shall de-skew and rotate images as necessary.
- 8.3.12.8 Contractor shall verify all index information to ensure accurate retrieval of the imaged data.
- 8.3.12.9 Contractor's Contract Manager shall coordinate all pick-up and delivery of source media and converted data.

**8.3.13 Indexing of Packages**

- 8.3.13.1 County will provide Contractor with the following package types and other packages, as needed that are designated by the applicable County's Project Manager for document imaging services:
  - i. Felony Case File (FCF)
  - ii. Misdemeanor Case File (MCF)
  - iii. Investigation Case File (ICF)
  - iv. Loose Papers (LSP)
- 8.3.13.2 Contractor shall create indices for all imaged documents in accordance with the following specifications:
  - 8.3.13.2.1 Felony and Misdemeanor Case File packages shall have a data value placed in the following index fields:
    - i. Defendant\_Last\_Name – 20 CHAR
    - ii. Defendant\_First\_Name – 15 CHAR
    - iii. DA\_Case\_Number – 8 Numeric
    - iv. Court\_Case\_Number – 8 CHAR
    - v. Folder\_Type – 3 CHAR (FCF, MCF)
  - 8.3.13.2.2 Investigation Case File packages will contain one or more documents, each of which shall have a data value placed in the following index fields:
    - i. Investigation\_File\_Number – 12 CHAR
    - ii. Investigator\_Last\_Name – 20 CHAR
    - iii. Investigator\_First\_Name/Initial – 15 CHAR
    - iv. Date\_Closed – mmddyyyy
    - v. Date\_Reopened – mmddyyyy
    - vi. Folder\_Type – 3 CHAR (ICF)
  - 8.3.13.2.3 Loose Paper documents shall have data values placed in the following index fields:
    - i. Defendant First\_Name – 20 CHAR
    - ii. Defendant Last\_Name – 15 CHAR
    - iii. DA\_Case\_Number – 8 Numeric (If folder type = FCF or MCF)
    - iv. Court\_Case\_Number – 8 CHAR (If folder type = FCF or MCF)
    - v. Investigation\_File\_Number – 12 CHAR (If folder type = ICF)
    - vi. Folder\_Type – 3 CHAR (FCF, MCF, ICF)

- 8.3.14** During the indexing process, Contractor shall verify each page to ensure quality images. Documents that require rescanning shall be taken out of the indexing queue and placed in rescanning area.
- 8.3.15** In the event that the District Attorney's staff is not able to produce an index/transmittal sheet of all packages sent to Contractor, Contractor may produce an index/transmittal sheet of documents in the particular box.
- 8.3.16** Upon completion of the indexing process, including verification, Contractor will separate returned documents from non-returned documents.
- 8.3.17** Contractor shall create images and indices according to the following specifications:
- 8.3.17.1 Imaged documents and associated index information created for County shall be placed on Contractor's secured server accessible by FTP. This server must have an internet connection equivalent to T1 or better.
  - 8.3.17.2 Image Document Files shall be created to TIFF Group 4 Multi-Page standards. Each package (Felony, Misdemeanor, and Investigation Case Files) will contain one or more documents. Each document will contain one or more pages related as a singled entity. For example, a single Felony Case File Package may contain multiple documents, and each of those documents may contain multiple pages. It is not necessary to create one image file per document, but each image file will represent no more than one package/case file. An image file may contain multiple documents if this makes the scanning process more efficient. Contractor will be required, however, to break large packages into multiple image files to achieve acceptable image retrieval performance.
  - 8.3.17.3 Contractor will be required to create the image files and associated index files according to a published format that can be provided as input to an import utility used by County; the format specifics will be provided to Contractor before work commences. An example is the "msb" format used by Kofax or another "mass scan batch" file, though the actual convention used may be different.
  - 8.3.17.4 Each folder at the folder level will contain indices based upon the folder type.
- 8.3.18** Contractor shall develop a software database repository of images and indices in a format as specified in Section 8.3.13 (Indexing of Packages) above.
- 8.3.19** Contractor shall store this repository of images and indices on a computer server accessible by FTP, which shall be accessible and importable via on-line and/or on-line Internet secured access to County. Contractor shall make the repository available to County upon request. Contractor shall also provide County online web access or self-contained compact disks (CDs) of imaged documents that are not yet available to County due to the importation/ validation process, for the sole purpose of meeting public document requests.

- 8.3.20 Contractor shall be solely responsible for all hardware, software, and related services required for the complete process of creating and maintaining the data repository. These services shall also include software and hardware maintenance including, but not limited to, any equipment and/or software upgrades and/or enhancements and back up and recovery.
- 8.3.21 Contractor shall provide County on-line and/or Internet secured access to the data repository on a twenty-four (24) hours a day, seven (7) days a week basis.
- 8.3.22 Contractor shall upload the scanned images and their indices into the data repository within one (1) week of pick-up of the documents/records from County.
- 8.3.23 County shall import the data repository into County's system on a regular basis.
- 8.3.24 Contractor shall retain the data repository for a minimum of thirty (30) days after County has imported the data repository.
- 8.3.25 Contractor shall provide all information, support and assistance necessary for the importation of the data repository.

#### 8.4 PROBATION DEPARTMENT DOCUMENTS

- 8.4.1 Probation will provide Contractor with the following documents to be imaged:
  - 8.4.1.1 *Pretrial Packets (PRP)* from Pretrial Services Division consist of stapled packets of documents pertaining to the pretrial investigation of a defendant. The packet contains uniform 8.5"x11" white bond pages, including, but not limited to, information and comment sheets, interview records, court reports, investigative reports, criminal history records, and evaluation and assessment forms. Additional pages that are not 8.5" X 11" format may be included in the files.
  - 8.4.1.2 Probation's *Budget and Fiscal Files* consist of a file folder with fasteners containing information regarding the restitution/reimbursement requirements of a defendant/minor.
    - 8.4.1.2.1 An Adult Restitution File (ARF) may include, but is not limited to, the file folder itself, arrest reports, court reports, court orders, victim and loss lists, letters to victims, financial assessments, financial change reports, comment sheets and related forms, letters, faxes, checks, invoices, and photographs. The documents may be on single or double-sided paper of varying sizes, thickness, finishes, and color.
    - 8.4.1.2.2 A Juvenile Restitution File (JRF) may include, but is not limited to, the file folder itself, arrest reports, court reports, court orders, victim and loss lists, letters to victims, financial assessments, financial change reports, comment sheets and related forms, letters, faxes, checks, invoices, and photographs. The documents may be on single or double-sided paper of varying sizes, thickness, finishes, and color.

- 8.4.1.2.3 A Juvenile Reimbursement File (JRB) may include, but is not limited to, the file folder itself, court orders, Debtor letters, Account setup confirmation sheet, financial statements, pay stubs, tax forms, assessment forms, debtor letters, Chart of Detainment cost, Minor's detainment dates, Minor's court history, Financial evaluation notification letters, Personal checks, Accounts Receivable transaction forms, and refund memos. The documents may be on single or double-sided paper of varying sizes, thicknesses, finishes, and color.
- 8.4.1.3 *Adult Probation Files (APF)* from Central Records contain documents that may include, but are not limited to, the file folder itself, arrest reports, supervision and investigation court reports, court orders, miscellaneous court documents, financial and payment records, assessments, miscellaneous forms, computer print-outs, cards, probationer report-in records, miscellaneous handwritten documents, and photographs. The documents may be on single or double-sided paper of varying sizes, thicknesses, finishes, and color. A file may be several inches thick. Adult Probation files may include embedded subsidiary case files. All embedded cases must be captured and appropriately indexed for Probation Department research.
- 8.4.1.4 *Juvenile Probation Files (JPF)* from Central Records contain documents that may include, but are not limited to, the file folder itself, arrest reports, supervision and investigation court reports, court orders, miscellaneous court documents, financial and payment records, assessments, miscellaneous forms, computer print-outs, cards, probationer report-in records, miscellaneous handwritten documents, and photographs. The documents may be on single or double-sided paper of varying sizes, thicknesses, finishes, and color. A file may be several inches thick. Juvenile Probation files may include embedded subsidiary case files. All embedded cases must be captured and appropriately indexed for Probation Department research.

## **8.4.2 Probation Document Imaging Preparation**

The Probation's monthly average workload projected from all Probation sites totals about 600,000 pages. Current estimated workload breaks down as follows:

Document/Folder – File Type	Avg No. Boxes/ Month	Avg.No. Packages /Files Per Box	Avg No. Pages Per Package/File (Avg. No. Images)
Pretrial Packets – PRP	30	300	6
Adult Probation Files – APF	120	45	40
Juvenile Probation Files – JPF	120	10	100
Adult Restitution Files – ARF	10	35	40
Juvenile Restitution Files – JRF	10	50	30+
Juvenile Reimbursement Files – JRB	40	75	60-120

**8.4.3** Contractor shall employ a computerized production tracking methodology that can provide user with batch/box location within the complete capture through release process. When requested, contractor shall produce queries showing the files currently in their possession as well as files that have already been scanned.

**8.4.4** Preparation of documents for imaging shall include but not be limited to the following:

- i. Insert separator for each new record/file;
- ii. Remove fasteners, paper clips and/or staples;
- iii. Repair pages if torn, bent or otherwise damaged, if necessary;
- iv. Straighten pages;
- v. Prepare exception report for documents that are in such poor condition that they cannot be scanned or those reports that were written in pencil.

**8.4.5** Contractor shall not in any way modify, delete, insert, alter, transform and/or add to the information contained in any document and/or package in any form or by any means, unless specified herein.

**8.4.6 Document Imaging and Document Enhancement**

Contractor shall image documents contained in the various packages according to the following specifications:

- 8.4.6.1 Documents shall be imaged at minimum resolution of 200 DPI.
- 8.4.6.2 Image format shall be Bitonal Group IV TIFF.
- 8.4.6.3 Image enhancements shall include but not be limited to edging, line removal, de-skewing and de-speckling. All images shall be clear and readable. Contractor shall not de-speckle cards containing fingerprints.

- 8.4.6.4 Each electronic file shall support an unlimited number of images. Example: 100 pages equal 100 images that will be converted to one electronic file.
- 8.4.6.5 Both sides of documents and all sides of file folders shall be imaged, excluding blank pages/sides.
- 8.4.6.6 Contractor will be required to create the image files and associated index files according to a published “msb” (mass scan batch) format used by Kofax for scan batch” file as input to an import utility used by County; the format specifics will be provided to Contractor before work commences. The use of this format results in a standard ASCII batch file and may be comma delimited.
- 8.4.7** Contractor shall verify all scanned images to ensure complete image capture.
- 8.4.8** Contractor shall de-skew and rotate images as necessary.
- 8.4.9** Contractor shall verify all index information to ensure accurate retrieval of the imaged data.
- 8.4.10** Final Image files must be identified, labeled and indexed to facilitate location of image.
- 8.4.11** Contractor’s Contract Manager shall coordinate all pick-up and delivery of source media and converted data.

**8.4.12 Indexing of Files and Packets**

County will provide Contractor with the following file and packet types:

- i. Adult Probation Folders (APF)
- ii. Juvenile Probation Folders (JPF)
- iii. Adult Restitution File (ARF)
- iv. Juvenile Restitution File (JRF)
- v. Juvenile Reimbursement File (JRB)
- vi. Pretrial Packet (PRP)

**8.4.13** Contractor shall create indices for all imaged documents, in accordance with the following specifications:

- 8.4.13.1 Central Records – Adult Probation Folders shall be indexed using:
  - i. Folder\_Type – 3 Char (value = APF)
  - ii. Probation\_Identifier – 9 Char (Adult X-Number value= X in first position followed by 8 numeric)
  - iii. Last\_Name\* - 20 Char
  - iv. First\_Name\* - 15 Char
  - v. Court\_Case\_Number – 13 Char

- 8.4.13.2 Central Records – Juvenile Probation Folders shall be indexed using:
  - i. Folder\_Type – 3 Char (value =JPF)
  - ii. Probation\_Identifier – 7 Char (Juvenile PDJ Number value= P or 0 (zero) in first position followed by 7 numerics)
  - iii. Juvenile Automated Index Number (JAIN) – 8 Char
  - iv. Last\_Name\* - 30 Char
  - v. First\_Name\* - 30 Char
  - vi. Court\_Case\_Number – 7 Char
- 8.4.13.3 Pretrial Services packets shall be indexed using:
  - i. Folder\_Type – 3 Char (value = PRP)
  - ii. PT\_Application\_Number - 11 Char
  - iii. Last\_Name\* - 20 Char
  - iv. First\_Name\* - 15 Char
- 8.4.13.4 Budget and Fiscal Services Adult Restitution files shall be indexed using:
  - i. Folder\_Type – 3 Char (value=ARF)
  - ii. Probation\_Identifier - 9 Char (Adult X-Number value=X in first position followed by 8 numerics)
  - iii. CARS\_TTC\_ACCT\_Nmbr – 8 Char
  - iv. Last\_Name\* - 20 Char
  - v. First\_Name\* - 15 Char
  - vi. Court\_Case\_Number – 13 Char
- 8.4.13.5 Budget and Fiscal Services Juvenile Restitution files shall be indexed using:
  - i. Folder\_Type – 3 Char (value=JRF)
  - ii. CRS\_Document\_Number - 12 Char
  - iii. Probation\_Identifier – 7 Char (Juvenile PDJ Number value=P or 0 (zero) in first position followed by 7 numerics)
  - iv. Last\_Name\* - 30 Char
  - v. First\_Name\* - 30 Char
  - vi. Court\_Case\_Number – 7 Char
- 8.4.13.6 Budget and Fiscal Services Juvenile Reimbursement Files shall be indexed using:
  - i. Folder\_Type – 3 Char (value=JRB)

- ii. CARS\_TTC\_ACCT\_Nmbr – 7 Char
- iii. Probation\_Identifier – 8 Char (Juvenile PDJ Number value=P or 0 (zero) in first position followed by 7 numerics)
- iv. Last\_Name\* – 30 Char
- v. First\_Name\*– 30 Char
- vi. Court\_Case\_Number – 7 Char

\* Contractor will always look on documents to use a person's name. In the event that only a business name is available, Contractor will index using First and Last Name as on document.

**8.4.14** Contractor shall verify all index information to ensure accurate retrieval of the imaged data.

**8.4.15** During the indexing process, Contractor shall verify each page to ensure quality images. Documents that require rescanning shall be taken out of the indexing queue and placed in rescanning area.

**8.4.16** In the event that the Probation staff is not able to produce an index/transmittal sheet of all packages sent to Contractor, Contractor may produce an index/transmittal sheet of documents in the particular box.

**8.4.17** Upon completion of the indexing process, including verification, Contractor will separate returned documents from non-returned documents.

**8.4.18** Contractor shall create images and indices according to the following specifications:

8.4.18.1 Imaged documents and associated index information created for County shall be placed on Contractor's secured server accessible by secured FTP. This server must have an internet connection equivalent to T1 or better located behind a firewall. The secured server must contain up-to-date anti-virus software as well as up-to-date security patches for its operating system and associated applications. Contractor must regularly query the FTP site and ensure that files that have been transmitted by Contractor are received on the Probation Department FTP site.

8.4.18.2 Image Document Files shall be Bitonal Group IV TIFF Multi-Page standards. Each package (Arrest Report, Court Report, Case File, and Financial Collections Files) will contain one or more documents. Each document will contain one or more pages related as a singled entity. For example, a single Case File may contain multiple documents, and each of those documents may contain multiple pages. It is not necessary to create one image file per document, but each image file will represent no more than one package/case file. An image file may contain multiple documents if this makes the scanning process more efficient. Contractor will be required, however, to break large packages

into multiple image files to achieve acceptable image retrieval performance.

- 8.4.18.3 Contractor will be required to create the image files and associated index files according to a published format that can be provided as input to an import utility used by County; the format specifics will be provided to Contractor before work commences. An example is the “msb” format used by Kofax or another “mass scan batch” file, though the actual convention used may be different. This format is used to import data to Probation’s PEDMS document storage library.
- 8.4.18.4 Each folder at the folder level will contain indices based upon the folder type.
- 8.4.19** Contractor shall develop a software database repository of images and indices in a format as specified in Section 8.4.12 (Indexing of Files and Packets) above.
- 8.4.20** Contractor shall store this repository of images and indices on a secured computer server accessible by secure FTP which shall be accessible and importable via on-line and/or on-line Internet secured access to County. The secured server must contain up-to-date anti-virus software as well as up-to-date security patches for its operating system and associated applications.
- 8.4.21** Contractor shall make the repository available to County upon request. Contractor shall also provide County online web access or self-contained compact disks (CDs) of imaged documents that are not yet available to County due to the importation/validation process, for the sole purpose of meeting public document requests.
- 8.4.22** Contractor shall be solely responsible for all hardware, software and related services required for the complete process of creating and maintaining the data repository. These services shall also include software and hardware maintenance including, but not limited to, any equipment and/or software upgrades and/or enhancements and back-up and recovery.
- 8.4.23** Contractor shall provide County on-line and/or Internet secured access to the data repository on a twenty-four (24) hours a day, seven (7) days a week basis.
- 8.4.24** Contractor shall upload the scanned images and their indices into the data repository within one (1) week of pick-up of the documents/records from County.
- 8.4.25** County shall import the data repository into County’s system on a regular basis.
- 8.4.26** Contractor shall retain the data repository for a minimum of thirty (30) days after County has imported the data repository.
- 8.4.27** Contractor shall provide all information, support and assistance necessary for the importation of the data repository into County system. Contractor will validate the sufficiency of the data delivered by FTP to the staging server maintained by County after each transmission session. Contractor will notify Department of incomplete delivery due to technical access issues.

## **8.5 RESCANNING DOCUMENTS**

- 8.5.1 Images that do not meet quality standards are taken out of the regular imaging and scanning queues and placed in the rescanning area.
- 8.5.2 The original hard copy documents are retrieved from the appropriate box.
- 8.5.3 The scanners will be adjusted to accommodate the individual documents and scanned.
- 8.5.4 All rescanned images are verified and returned to the indexing area.

## 8.6 PUBLIC DEFENDER DOCUMENTS

- 8.6.1 Public Defender documents to be imaged consist of several types of records, which include the following:
  - 8.6.1.1 *Felony Case File (FCF)* may or may not consists of a file folder containing single and/or double-sided paper, forms, cards, and photographs of varying sizes, type of paper and color.
  - 8.6.1.2 *Misdemeanor Case File (MCF)* may or may not consists of a file folder containing single and/or double-sided paper, forms, cards, and photographs of varying sizes, type of paper and color.
  - 8.6.1.3 *Do Not Destroy Case File (DNDCF)* may or may not consists of a file folder containing single and/or double-sided paper, forms, cards, and photographs of varying sizes, type of paper and color.
  - 8.6.1.4 *Juvenile Case File (JCF)* may or may not consists of a file folder containing single and/or double-sided paper, forms, cards, and photographs of varying sizes, type of paper and color.
- 8.6.2 Contractor shall pick up documents and packages for scanning from the Public Defender Archive Facility on Thursdays between 2:00 – 4:00 p.m. weekly.
- 8.6.3 Case Files may occasionally contain various forms of media and photographs that are not appropriate for imaging, i.e., audio tapes, CDs, sealed envelopes, original photographs, Polaroid photographs, photographs printed on 8 1/2” by 11” bond paper, etc. Contractor must separate these items from the Felony, Misdemeanor, Do Not Destroy and Juvenile Case Files and place items in a Public Defender provided sealable plastic bag, Contractor shall fill out a Public Defender Non-Scannable Inventory Form, make a copy of form, place form in the case file under the title sheet, place the original form in the sealable plastic bag, and return them to the Public Defender’s Archive Facility on the next scheduled weekly document pick-up and return.
- 8.6.4 Contractor shall store all Public Defender non-returned documents and packages in a secure facility with limited auditable access, for a period of six (6) months, if images have already been scanned, indexed and verified, commencing on the date of pick-up from County facilities by Contractor, or until the imaged record is successfully imported into Public Defender’s Document Management System, whichever comes later. If so chosen by the Public Defender, Contractor shall return all documents and packages to the Public Defender Archive Facility after scanning, whereby no storage by Contractor is required. When documents and

packages are delivered to Public Defender, Contractor shall provide Public Defender with a report of the returned documents and packages.

**8.6.5** Contractor shall deliver all non-returned documents after the required storage to a bonded and licensed Document Shredding Firm for disposal. The Document Shredding firm may be a subcontractor to Contractor. Approval of subcontract with a Document Shredding firm will be subject to the Subcontracting provisions Paragraph 47 (Subcontracting) of the base Contract. If so chosen by the Public Defender, Contractor shall provide document shredding services at the Public Defender Archive Facility. Public Defender will contact Contractor so Contractor can arrange for such shredding services.

**8.6.6 Public Defender Document Imaging Preparation**

Preparation of documents for imaging shall include but not be limited to the following:

- 8.6.6.1 Public Defender shall prepare and attach a bar-coded separator for each new case record.
- 8.6.6.2 Contractor shall straighten pages.
- 8.6.6.3 Contractor shall Separate Case File Jackets from documents found in the file.
- 8.6.6.4 Contractor shall not scan Do Not Destroy Case File Jackets; therefore, the jacket should not be cut in half. County will make copies of Do Not Destroy Case File Jackets and place them inside file for scanning.
- 8.6.6.5 All photographs in Felony, Misdemeanor, Do Not Destroy, and Juvenile Case Files that are not classified as Non-Scannable Items shall be scanned in Color format.
- 8.6.6.6 If any problems with case files are encountered such as missing title sheets, box inventory report not reflective of actual case files in box, or a mix of Do Not Destroy Case Files and any other type of Case Files, Contractor will place case file in the front of box, provide County with a report of such problems, and return box to the Public Defender's Archive Facility on the next scheduled weekly document pick-up and return.

**8.6.7** Contractor shall prepare exception report for documents that are in such poor condition that they cannot be scanned or those reports that were written in pencil.

**8.6.8** Contractor shall not in any way modify, delete, insert, alter, transform and/or add to the information contained in any document and/or package in any form or by any means, unless specified herein.

**8.6.9 Document Imaging and Document Enhancement**

Contractor shall image documents contained in the various packages according to the following specifications:

- 8.6.9.1 Documents shall be imaged at a minimum resolution of 200 DPI.

- 8.6.9.2 Image format shall be Bitonal Group IV TIFF, except for those documents that contain thumb prints or that contain content other than text. Such documents will be scanned as TrueColor TIFF images with jpeg compression.. Final output file shall be in multi-page TIFF, incorporating all Bitonal and color images.
- 8.6.9.3 Image enhancements shall include but not be limited to edging, line removal, de-skewing and de-speckling. All images shall be clear and readable. Contractor shall not de-speckle cards containing fingerprints.
- 8.6.9.4 Both sides of documents shall be imaged, excluding blank pages. Contractor shall image the front, insides and back of all Case File Jackets except for Do Not Destroy Case File Jackets.
- 8.6.9.5 Contractor shall index each record according to County's specifications.
- 8.6.9.6 Contractor shall verify all scanned images to ensure complete image capture.
- 8.6.9.7 Contractor shall de-skew and rotate images as necessary.
- 8.6.9.8 Contractor shall verify all index information to ensure accurate retrieval of the imaged data.
- 8.6.9.9 Contractor's Contract Manager shall coordinate all pick-up and delivery of source media and converted data.

#### **8.6.10 Indexing of Packages**

- 8.6.10.1 County will provide Contractor with the following package types and other packages, as needed that are designated by the applicable County's Project Manager for document imaging services:
  - i. Felony Case File (FCF)
  - ii. Misdemeanor Case File (MCF)
  - iii. Do Not Destroy Case File (DNDCF)
  - iv. Juvenile Case File (JCF)
- 8.6.10.2 Contractor shall create indices for all imaged documents in accordance with the following specifications:
  - 8.6.10.2.1 *Felony and Misdemeanor* and *Do Not Destroy Case File* packages shall have a data value placed in the following index fields:
    - i. PDRS\_CASE\_NO – 12 CHAR
    - ii. PDRS\_DOB – 10 CHAR
    - iii. PDRS\_PET\_FILE\_DATE – 10 CHAR
    - iv. PDRS\_REC\_ID – 10 INT
    - v. PDRS\_DEF\_FNAME – 15 CHAR

- vi. PDRS\_DEF\_LNAME – 20 CHAR
- vii. PDRS\_COURT\_DIST – 3 CHAR
- viii. PDRS\_DEF\_NO – 2 CHAR
- ix. PDRS\_VOL\_NO – 4 CHAR
- x. PDRS\_VOL\_TYPE – 2 CHAR

8.6.10.2.2 *Juvenile Case File* packages shall have a data value placed in the following index fields:

- i. PDRS\_CASE\_NO – 12 CHAR
- ii. PDRS\_JAIN – 10 INT
- iii. PDRS\_DOB – 10 CHAR
- iv. PDRS\_PET\_FILE\_DATE – 10 CHAR
- v. PDRS\_REC\_ID – 10 INT
- vi. PDRS\_DEF\_FNAME – 15 CHAR
- vii. PDRS\_DEF\_LNAME – 20 CHAR
- viii. PDRS\_SEQ\_NO – 4 INT
- ix. PDRS\_PETITION\_SEQ – 1 CHAR
- x. PDRS\_VOL\_NO – 4 CHAR
- xi. PDRS\_VOL\_TYPE – 2 CHAR

**8.6.11** During the indexing process, Contractor shall verify each page to ensure quality images. Documents that require rescanning shall be taken out of the indexing queue and placed in rescanning area.

**8.6.12** Upon completion of the indexing process, including verification, Contractor will separate returned documents from non-returned documents. If County requires all documents returned, Contractor will prepare a report of documents to be given to County upon delivery.

**8.6.13** Contractor shall create images and indices according to the following specifications:

8.6.13.1 Imaged documents and associated index information created for County shall be placed on Contractor's secured server accessible by FTP. This server must have an internet connection equivalent to T1 or better.

8.6.13.2 Image Document Files shall be created to Bitonal Group IV TIFF Multi-Page standards. Each package (Felony, Misdemeanor, Do Not Destroy and Juvenile Case Files) will contain one or more documents. Each document will contain one or more pages related as a singled entity. For example, a single Felony Case File Package may contain multiple documents, and each of those may contain multiple pages. It

is not necessary to create one image file per document, but each image file will represent no more than one package/case file. An image file may contain multiple documents if this makes the scanning process more efficient. Contractor will be required, however, to break large packages into multiple image files to achieve acceptable image retrieval performance.

- 8.6.13.3 Contractor will be required to create the image files and associated index files according to a published format that can be provided as input to an import utility used by County; the format specifics will be provided to Contractor before work commences. An example is the “msb” format used by Kofax or another “mass scan batch” file, though the actual convention used may be different.
- 8.6.13.4 Each folder at the folder level will contain indices based upon the folder type.
- 8.6.14** Contractor shall develop a software database repository of images and indices in a format as specified in Section 8.6.10 (Indexing of Packages) above.
- 8.6.15** Contractor shall store this repository of images and indices on a computer server accessible by FTP, which shall be accessible and importable via on-line and/or on-line Internet secured access to County. Contractor shall make the repository available to County upon request. Contractor shall also provide County online web access or self-contained compact disks (CDs) of imaged documents that are not yet available to County due to the importation/ validation process, for the sole purpose of meeting public document requests.
- 8.6.16** Contractor shall be solely responsible for all hardware, software, and related services required for the complete process of creating and maintaining the data repository. These services shall also include software and hardware maintenance including, but not limited to, any equipment and/or software upgrades and/or enhancements and back-up and recovery.
- 8.6.17** Contractor shall provide County on-line and/or Internet secured access to the data repository on a twenty-four (24) hours a day, seven (7) days a week basis.
- 8.6.18** Contractor shall upload the scanned images and their indices into the data repository within one (1) week of pick-up of the documents/records from County.
- 8.6.19** County shall import the data repository into County’s system on a regular basis.
- 8.6.20** Contractor will provide County with an image count report upon delivery of images to the data repository.
- 8.6.21** County will provide a report to Contractor authorizing the delivery of scanned documents and packages once the importing of data has been successful if Contractor is not storing such documents and packages.
- 8.6.22** Contractor shall retain the data repository for a minimum of thirty (30) days after County has imported the data repository.

- 8.6.23** Contractor shall provide all information, support and assistance necessary for the importation of the data repository.
- 8.6.24** If County has an emergent file scanning request, County shall email, telephone, and provide Contractor with file by 3:30 p.m. Contractor shall scan file and import data into County's data repository by the following day.

## **8.7 ALTERNATE PUBLIC DEFENDER DOCUMENTS**

- 8.7.1** Alternate Public Defender documents to be imaged consist of several types of records, which include the following:
- 8.7.1.1 *Felony Case File (FCF)* consists of a file folder containing single and/or double-sided paper, forms, cards, and photographs of varying sizes, type of paper and color.
  - 8.7.1.2 *Misdemeanor Case File (MCF)* consists of a file folder containing single and/or double-sided paper, forms, cards, and photographs of varying sizes, type of paper and color.
  - 8.7.1.3 *Investigation Case File (ICF)* consists of a file folder containing single and/or double-sided paper, forms, cards, and photographs of varying sizes, type of paper and color.
- 8.7.2** Case Files may occasionally contain various forms of media that are not appropriate for imaging, i.e., audio tapes, CDs, sealed envelopes, etc. Contractor must separate these items from the Felony, Misdemeanor and Investigation Case Files and return them to the Alternate Public Defender's Archive Facility on the next scheduled weekly document pick-up and return.
- 8.7.3** Contractor shall separate all photographs from the Felony, Misdemeanor and Investigation Case Files after the document has been imaged and verified, while Contractor will store the remaining portions of those records for destruction as instructed by the Alternate Public Defender. All photographs will be returned to the Alternate Public Defender's Archive Facility on the next scheduled weekly document pick-up and return, but only after they have been imaged and verified.
- 8.7.4** Contractor shall store all Alternate Public Defender non-returned documents and packages in a secure facility with limited auditable access, for a period of six (6) months, if images have already been scanned, indexed and verified, commencing on the date of pick-up from County facilities by Contractor, or until the imaged record is successfully imported into Alternate Public Defender's Document Management System, whichever comes later.
- 8.7.5** Contractor shall deliver all non-returned documents after the required storage to a bonded and licensed Document Shredding Firm for disposal. The Document Shredding firm may be a subcontractor to Contractor. Approval of subcontract with a Document Shredding firm will be subject to the provisions of Paragraph 47 (Subcontracting) of the base Contract.
- 8.7.6** **Alternate Public Defender Document Imaging Preparation**

Preparation of documents for imaging shall include, but not be limited to, the following:

- 8.7.6.1 Alternate Public Defender shall prepare and attach a bar-coded separator for each new case record.
- 8.7.6.2 Within each case record, Alternate Public Defender shall prepare and insert bar-coded section separators.
- 8.7.6.3 Contractor shall remove paper clips and/or staples.
- 8.7.6.4 Contractor shall arrange papers if necessary.
- 8.7.6.5 Contractor shall repair pages, if torn, bent or otherwise damaged, if necessary.
- 8.7.6.6 Contractor shall straighten pages.
- 8.7.6.7 Contractor shall separate Case File Jackets from documents found in the file.
- 8.7.7** Contractor shall prepare exception report for documents that are in such poor condition that they cannot be scanned or those reports that were written in pencil.
- 8.7.8** Contractor shall not in any way modify, delete, insert, alter, transform and/or add to the information contained in any document and/or package in any form or by any means, unless specified herein.

**8.7.9 Document Imaging and Document Enhancement**

Contractor shall image documents contained in the various packages according to the following specifications:

- 8.7.9.1 Documents shall be imaged at a minimum resolution of 200 DPI.
- 8.7.9.2 Image format shall be Bitonal Group IV TIFF.
- 8.7.9.3 Image enhancements shall include but not be limited to edging, line removal, de-skewing and de-speckling. All images shall be clear and readable. Contractor shall not de-speckle cards containing fingerprints.
- 8.7.9.4 Both sides of documents shall be imaged, excluding blank pages. Contractor shall image the front, insides and back of all Case File Jackets.
- 8.7.9.5 Contractor shall index each record according to County's specifications.
- 8.7.9.6 Contractor shall verify all scanned images to ensure complete image capture.
- 8.7.9.7 Contractor shall de-skew and rotate images as necessary.
- 8.7.9.8 Contractor shall verify all index information to ensure accurate retrieval of the imaged data.
- 8.7.9.9 Contractor's Contract Manager shall coordinate all pick-up and delivery of source media and converted data.

## 8.7.10 Indexing of Packages

- 8.7.10.1 County will provide Contractor with the following package types and other packages, as needed that are designated by the applicable County's Project Manager for Document Imaging Services:
- i. Felony Case File (FCF)
  - ii. Misdemeanor Case File (MCF)
  - iii. Investigation Case File (ICF)
  - iv. Loose Papers (LSP)
- 8.7.10.2 Contractor shall create indices for all imaged documents in accordance with the following specifications:
- 8.7.10.2.1 *Felony and Misdemeanor Case File* packages shall have a data value placed in the following index fields:
- i. Defendant\_Last\_Name – 20 CHAR
  - ii. Defendant\_First\_Name – 15 CHAR
  - iii. DA\_Case\_Number – 8 Numeric
  - iv. Court\_Case\_Number – 8 CHAR
  - v. Folder\_Type – 3 CHAR (FCF, MCF)
- 8.7.10.2.2 *Investigation Case File* packages will contain one or more documents, each of which shall have a data value placed in the following index fields:
- i. Investigation\_File\_Number – 13 CHAR
  - ii. Investigator\_Last\_Name – 20 CHAR
  - iii. Investigator\_First\_Name/Initial – 15 CHAR
  - iv. Date\_Closed – mmddyyyy
  - v. Date\_Reopened - mmddyyyy
  - vi. Folder\_Type – 3 CHAR (ICF)
- 8.7.10.2.3 *Loose Paper* documents shall have data values placed in the following index fields:
- i. Defendant First\_Name – 20 CHAR
  - ii. Defendant Last\_Name – 15 CHAR
  - iii. DA\_Case\_Number – 8 Numeric (If folder type = FCF or MCF)
  - iv. Court\_Case\_Number – 8 CHAR (If folder type = FCF or MCF)
  - v. Investigation\_File\_Number – 12 CHAR (If folder type = ICF)

vi. Folder\_Type – 3 CHAR (FCF, MCF, ICF)

- 8.7.11** During the indexing process, Contractor shall verify each page to ensure quality images. Documents that require rescanning shall be taken out of the indexing queue and placed in rescanning area.
- 8.7.12** In the event that the Alternate Public Defender’s staff is not able to produce an index/transmittal sheet of all packages sent to Contractor, Contractor may produce an index/transmittal sheet of documents in the particular box.
- 8.7.13** Upon completion of the indexing process, including verification, Contractor will separate returned documents from non-returned documents.
- 8.7.14** Contractor shall create images and indices according to the following specifications:
- 8.7.14.1 Imaged documents and associated index information created for County shall be placed on Contractor’s secured server accessible by FTP. This server must have an internet connection equivalent to T1 or better.
  - 8.7.14.2 Image Document Files shall be created to Bitonal Group IV TIFF Multi-Page standards. Each package (Felony, Misdemeanor, and Investigation Case Files) will contain one or more documents. Each document will contain one or more pages related as a singled entity. For example, a single Felony Case File Package may contain multiple documents, and each of those documents may contain multiple pages. It is not necessary to create one image file per document, but each image file will represent no more than one package/case file. An image file may contain multiple documents if this makes the scanning process more efficient. Contractor will be required, however, to break large packages into multiple image files to achieve acceptable image retrieval performance.
  - 8.7.14.3 Contractor will be required to create the image files and associated index files according to a published format that can be provided as input to an import utility used by County; the format specifics will be provided to Contractor before work commences. An example is the “msb” format used by Kofax or another “mass scan batch” file, though the actual convention used may be different.
  - 8.7.14.4 Each folder at the folder level will contain indices based upon the folder type.
- 8.7.15** Contractor shall develop a software database repository of images and indices in a format as specified in Section 8.7.10 (Indexing of Packages) above.
- 8.7.16** Contractor shall store this repository of images and indices on a computer server accessible by FTP, which shall be accessible and importable via on-line and/or on-line Internet secured access to County. Contractor shall make the repository available to County upon request. Contractor shall also provide County online web access or self-contained compact disks (CDs) of imaged documents that are

not yet available to County due to the importation/ validation process, for the sole purpose of meeting public document requests.

- 8.7.17** Contractor shall be solely responsible for all hardware, software, and related services required for the complete process of creating and maintaining the data repository. These services shall also include software and hardware maintenance including, but not limited to, any equipment and/or software upgrades and/or enhancements and back-up and recovery.
- 8.7.18** Contractor shall provide County on-line and/or Internet secured access to the data repository on a twenty-four (24) hours a day, seven (7) days a week basis.
- 8.7.19** Contractor shall upload the scanned images and their indices into the data repository within one (1) week of pick-up of the documents/records from County.
- 8.7.20** County shall import the data repository into County's system on a regular basis.
- 8.7.21** Contractor shall retain the data repository for a minimum of thirty (30) days after County has imported the data repository.
- 8.7.22** Contractor shall provide all information, support and assistance necessary for the importation of the data repository.

## **9.0 PERFORMANCE REQUIREMENTS SUMMARY**

A Performance Requirements Summary ("PRS"), specified in Schedule B.2 (Performance Requirements Summary), lists the required services that will be monitored by County during the term of this Contract. All listings of services used in the PRS are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

If Contractor's performance does not conform to the requirements of this Contract, County will have the option to apply the following non-performance remedies:

### **9.1 CORRECTIVE ACTION PLAN**

To require Contractor to implement a formal corrective action plan, subject to approval by County. In the plan, Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.

### **9.2 PAYMENT OPTIONS**

To reduce payment to Contractor by a computed amount based on the penalty fee(s) in the PRS.

### **9.3 CONTRACT OPTIONS**

To reduce, suspend or cancel the Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.

### **9.4 COMPLIANCE FAILURE**

Failure of Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of Contractor's failure to perform said service(s), as determined by County, shall be credited to County on Contractor's future invoice.

This Section 9.0 does not preclude County's right to terminate the Contract upon ten (10) days written notice with or without cause, or as otherwise provided in Paragraph 49 (Termination for Convenience) of the base Contract.

**ATTACHMENT A.1**  
**PARTICIPATING AGENCIES**

Contractor shall provide Document Imaging Services under the Contract for the following Agencies, as elected by County:

1. District Attorney
2. Probation Department
3. Sheriff Department
4. Public Defender
5. Alternate Public Defender

**ATTACHMENT A.2**  
**PICKUP AND RETURN LOCATIONS**

Contractor shall use the following locations to perform pickups and returns pursuant to the Contract:

1. DISTRICT ATTORNEY LOCATIONS
2. PROBATION LOCATIONS
3. SHERIFF LOCATIONS
4. PUBLIC DEFENDER LOCATIONS
5. ALTERNATE PUBLIC DEFENDER LOCATIONS

**EXHIBIT B**  
**PRICING SCHEDULE**

Contractor shall provide the Document Imaging Services as described in Exhibit A (Statement of Work) and the Contract at the fixed unit prices specified in this Exhibit B below. No other costs or out-of-pocket expenses shall be paid to Contractor under the Contract. Payments shall be made on the invoices for approved deliverables only.

All required hardware, software, materials, other costs or out-of-pocket expenses and Contractor’s site expenses for the Document Imaging Services are the responsibility of Contractor and are included in the fixed unit price.

Contractor shall be paid the fixed unit price for Document Imaging Services on a per service basis, which includes the cost for meeting all requirements of this Contract, including but not limited to, document preparation, imaging, enhancing the image, indexing, uploading of images onto County systems, online availability/storage, downloading onto CD’s/DVD’s, with the exception of the specific priced items listed below, and other Services set forth in Exhibit A (Statement of Work).

Contractor shall provide the Services under this Contract at the fees and prices specified below.

DOCUMENT	PRICE COMPONENT	PRICE		
		0 Indices	1-3 Indices	4-6 Indices
Exhibit A	Cost per Image	\$0.0288	\$0.0298	\$0.0308
Exhibit A	Cost per Color Photograph Conversion	\$0.0395		
Exhibit A	Cost per Self Contained Compact Disk (CD) or Digital Video Disk (DVD) with Images Pending Importation	\$3.00		
Exhibit A	Cost for Direct Web Access to Images Pending Importation	Included		
Exhibit A	Cost Per Document Search Prior to Image Availability Above 25 Search Requests per Week	Included		
Exhibit A	Cost per Index/Transmittal Sheet Created for Box Arriving Without One	\$0.75		
Exhibit A	Monthly Cost per Box for Storage	\$0.195		
Exhibit A	Cost per lb. for Document Destruction	\$0.06		

**NOTE:** No purchase by Contractor of additional hardware, software, building space or other assets or expenditure by County will be required in order for Contractor to fulfill its obligations under the Contract. All pricing herein reflects usage of Contractor's capital assets and building facilities located in Los Angeles County.

**SCHEDULE B.1**  
**CONTRACT DISCREPANCY REPORT**

**TO:** \_\_\_\_\_

**FROM:** \_\_\_\_\_

**DATES:**      **PREPARED:** \_\_\_\_\_

**RETURNED BY CONTRACTOR:** \_\_\_\_\_

**ACTION COMPLETED:** \_\_\_\_\_

**DISCREPANCY PROBLEMS:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of County Representative

\_\_\_\_\_  
Date

**CONTRACTOR RESPONSE (Cause and Corrective Action):** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Contractor Representative

\_\_\_\_\_  
Date

**COUNTY EVALUATION OF CONTRACTOR RESPONSE:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of County Representative

\_\_\_\_\_  
Date

**COUNTY ACTIONS:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**CONTRACTOR NOTIFIED OF ACTION:**

\_\_\_\_\_  
Signature of County Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Contractor Representative

\_\_\_\_\_  
Date

**SCHEDULE B.2**

**PERFORMANCE REQUIREMENTS SUMMARY**

<b>REQUIRED SERVICE</b>	<b>STANDARD</b>	<b>METHOD OF MONITORING</b>	<b>DEDUCTION FOR SUBSTANDARD PERFORMANCE</b>
Maintain required insurance, bonds and licenses	Current at all times	Periodic inspection	\$2500.00 each month for <i>each month out of compliance</i> ; if not corrected after 60 days, cancellation of Contract
Appropriate identification of Contractor staff	Current at all times	On-site monitoring and periodic inspection	\$1000.00 for each employee not in compliance
Maintain confidentiality of information	At all times	Periodic inspection	\$2000.00 per instance, immediate removal of culpable employee; indemnification to County for any loss or costs suffered by County
Maintain a secure work environment	Current at all times	On-site monitoring and periodic inspection	\$1000.00 for non-performance

**EXHIBIT C**  
**SCHEDULE OF WORK**

ID	Task Name	Duration
1	<b>SOURCECORP/LA County Project Plan - TOTAL DAYS</b>	120days
2		
3	<b>Initiation</b>	20days
4	Create Statement of Work	15days
5	Sign SOW	10days
6	Negotiate / Sign MSA (contract)	20days
7	Sign Contract	
8		
9	<b>Analysis</b>	40days
10	Identify Project Team Members	5days
11	Kickoff Meeting	5days
12	Refine Business Requirements	35days
13	Review and acceptance of Business Requirements	5days
14	Develop Technical Requirements	15days
15		
16	<b>LA County Dept 1</b>	70days
17	Configure	30days
18	Unit Test	15days
19	System Test	15days
20	UAT	5days
21	Pilot	5days
22	Go-Live	5days
23		
24	<b>LA County Dept 2</b>	60days
25	Configure	20days
26	Unit Test	15days
27	System Test	15days
28	UAT	5days
29	Pilot	5days
30	Go-Live	5days
31		
32	<b>LA County Dept 3</b>	55days
33	Configure	20days
34	Unit Test	15days
35	System Test	15days
36	UAT	5days
37	Pilot	5days
38	Go-Live	5days
39		
40	<b>LA County Dept 4</b>	50days
41	Configure	20days
42	Unit Test	15days
43	System Test	15days

44	UAT	5days
45	Pilot	5days
46	Go-Live	5days
47		
48	<b>LA County Dept 5</b>	50days
49	Configure	20days
50	Unit Test	15days
51	System Test	15days
52	UAT	5days
53	Pilot	5days
54	Go-Live	5days
55		
56	<b>Operations</b>	
57	H/R	duration
58	Background Checks Implementation Team	30days
59	Background checks Operations Team	70days
60	Training	30days
61		
62	<b>Controlling</b>	
63	Project Team Meetings	duration
64	Project Status Reports	duration
65	Issues / Risk Tracking and Management	duration
66	Project Schedule Reviews	duration
67	Change Control Processes	duration
68		
69	<b>Closing</b>	20days
70	Transition to CRM/Account Manager	15days
71	Issues/Risk log close out	12days
72	Lessons Learned Review	5days

\* Project plan is subject to assumptions listed in the Assumptions Tab

**EXHIBIT D**

CONTRACTOR'S EEO CERTIFICATION

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Internal Revenue Service Employer Identification Number

**GENERAL**

In accordance with provisions of the County Code of the County of Los Angeles, Contractor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries and holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, age or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

**CERTIFICATION**

	<b><u>YES</u></b>	<b><u>NO</u></b>
1. Contractor has a written policy statement prohibiting discrimination in all phases of employment.	( )	( )
2. Contractor periodically conducts a self-analysis or utilization analysis of its work force.	( )	( )
3. Contractor has a system for determining if its employment practices are discriminatory against protected groups.	( )	( )
4. When problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	( )	( )

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Signer (please print)

**EXHIBIT E**

**COUNTY'S ADMINISTRATION**

**I. COUNTY'S CONTRACT ADMINISTRATOR**

Name: Felix Basadre  
Title: ISAB. Assistant Director  
Address: 12750 Center Court Drive Suite 500  
Cerritos CA 90703  
Telephone: 562-403-6505  
Facsimile: N/A  
E-Mail Address: fbasadre@isab.lacounty.gov

**II. COUNTY'S PROJECT MANAGERS**

COUNTY'S PROJECT MANAGER – ALTERNATE PUBLIC DEFENDER

Name: Jordan Yerian  
Title: Division Chief  
Address: 320 West Temple Street, Room 35  
Los Angeles, CA 90012  
Telephone: (213) 893-2024  
Facsimile: (213) 633-0976  
E-Mail Address: jyerian@apd.lacounty.gov

COUNTY'S PROJECT MANAGER – DISTRICT ATTORNEY

Name: Charlie Bedell  
Title: Chief, Property Management and Support Services Division  
Address: 201 North Figueroa Street, Suite 1300  
Los Angeles, CA 90012  
Telephone: (213) 202-760  
Facsimile: (213) 202-6088  
E-Mail Address: cbedell@da.lacounty.gov

COUNTY'S PROJECT MANAGER – PROBATION

Name: Zandra Carruthers  
Title: Director  
Address: 320 W. Temple Street Room- 180  
Los Angeles, CA 90012  
Telephone: (213) 974-9035  
Facsimile: (213) 229-0640  
E-Mail Address: Zandra.carruthers@probation.lacounty.gov

COUNTY'S PROJECT MANAGER – PUBLIC DEFENDER

Name: Cynthia Sidhu  
Title: Information Systems Supervisor II  
Address: 11701 Alameda St., Suite 3171  
Lynwood, CA 90262  
Telephone: (323) 357-5292  
Facsimile: (323) 357-6813  
E-Mail Address: csidhu@pd.lacounty.gov

COUNTY'S PROJECT MANAGER – SHERIFF

Name: Guninder Singh  
Title: Assistant Director, Bureau Operation, Sheriff  
Address: 12440 E. Imperial Hwy, Suite 400  
West, Norwalk, CA 90650  
Telephone: 562-345-4430  
Facsimile: 323-415-2546  
E-Mail Address: gksingh@lasd.org

**EXHIBIT F**

**CONTRACTOR'S ADMINISTRATION**

**I. CONTRACTOR'S CONTRACT ADMINISTRATOR**

Name: Jeff Meshinsky  
Title: Sr. Dir. – Government Services  
Address: 20500 Belshaw Avenue  
Carson, CA 90746-3506  
Telephone: 619-843-2086  
Facsimile: N/A  
E-Mail Address: jeffmeshinsky@srcp.com

**II. CONTRACTOR'S PROJECT MANAGER [IF NECESSARY]**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

**III. CONTRACTOR'S OFFICE**

Address: Sourcecorp BPS Inc.  
20500 Belshaw Avenue  
Carson, CA 90746-3506

**EXHIBIT G**

**EMPLOYEE ACKNOWLEDGMENT, CONFIDENTIALITY**

**AND**

**ASSIGNMENT AGREEMENT**

**EXHIBIT G**  
**EMPLOYEE ACKNOWLEDGMENT,  
CONFIDENTIALITY AND ASSIGNMENT AGREEMENT**

PROJECT NAME \_\_\_\_\_

CONTRACTOR/EMPLOYER NAME \_\_\_\_\_

LOS ANGELES COUNTY AGREEMENT NAME/NUMBER \_\_\_\_\_

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**GENERAL INFORMATION**

The organization identified above ("Contractor") is under contract ("Contract") to provide certain services ("Services") to the County of Los Angeles ("County"). The County requires each employee of this Contractor performing services under this Contract to understand his/her obligations with respect to the personal and proprietary data with which he/she will be in contact, and to acknowledge such obligations by executing this Employee Acknowledgment, Confidentiality and Assignment Agreement.

**EMPLOYEE STATUS ACKNOWLEDGMENT**

I understand and agree that the above-referenced Contractor is my sole employer for purposes of the above-referenced Contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work pursuant to the above-referenced Contract.

I understand and agree that I am not an employee of the County for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County by virtue of my performance of work under the above-referenced Contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of services under the above-referenced Contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this Contract and/or any future contracts.

**CONFIDENTIALITY AGREEMENT**

My work may be concerned with services provided by the County, and, therefore I may have access to confidential data and information pertaining to private individuals and/or entities receiving such services. I may also have access to proprietary information belonging to other organizations doing business with the County. The County has a legal obligation to keep confidential all such data and information in its possession, especially data and information concerning health, criminal and welfare recipient records. I understand that, by virtue of my involvement in County work, I too must protect the confidentiality of such data and information. I understand that I must sign this agreement to be eligible to perform work for my employer under the County Contract. I have read this agreement and have taken due time to consider it prior to signing.

I agree not to disclose to, nor reproduce for the benefit of, any unauthorized person any data or information obtained while performing work under the above-referenced Contract between my employer and County. I agree

to forward all requests for disclosure or copying of any such data or information in my possession or care to my immediate supervisor. The parties hereby acknowledge and agree that no obligation of confidentiality applies to residual knowledge learned (such as ideas, concepts know-how or techniques) and experience gained by me as a result of performing the Services. In addition, nothing herein shall prevent me or Contractor from providing to others similar services to the Services, subject to any obligations of confidentiality.

I agree to protect from loss and to keep confidential all health, criminal and welfare recipient records and all data, information and materials pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor's proprietary information, and all other original materials produced, created or provided to or by me under the above-referenced Contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all unauthorized disclosures or copying of confidential or proprietary data or information, whether accidental or intentional, and whether by myself and/or by any other person, of which I become aware. I agree to return all confidential data, information and materials to my immediate supervisor upon completion of the above-referenced Contract, or termination of my employment with my employer, whichever occurs first.

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED: \_\_\_\_\_ POSITION \_\_\_\_\_

**ASSIGNMENT OF PROPRIETARY RIGHTS**

As used in this agreement, "Works" means (i) any inventions, trade secrets, ideas, original works of authorship or Confidential Information (as defined below) that I conceive, develop, discover or make in whole or in part during my employment with Contractor which relates to the Contract, (ii) any inventions, trade secrets, ideas, original works of authorship or Confidential Information (as defined below) that I conceive, develop, discover or make in whole or in part during or after my employment with Contractor which are made through the use of any of Contractor's equipment, facilities, supplies, trade secrets or time, or which result from any work I perform for Contractor, and (iii) any part or aspect of any of the foregoing. "Confidential Information" means all information or material disclosed to or known by me as a consequence of my employment with Contractor, including third party information or information disclosed by County that Contractor treats as confidential, and any information disclosed to or developed by me or embodied in or relating to the Works.

All Works shall belong exclusively to Contractor whether or not fixed in a tangible medium of expression. Without limiting the foregoing, to the maximum extent permitted under applicable law, all Works shall be deemed to be "works made for hire" under the United States Copyright Act, and Contractor shall be deemed to be the author thereof.

If and to the extent any Works are determined not to constitute "works made for hire," or if any rights in the Works do not accrue to Contractor as a work made for hire, I irrevocably assign and transfer to Contractor to the maximum extent permitted by law all right, title and interest in the Works, including but not limited to all copyrights, patents, trade secret rights, and other proprietary rights in or relating to the Works. Without limiting the foregoing, I irrevocably assign and transfer to Contractor all economic rights to the Works, including without limitation the exclusive and unrestricted right to reproduce, manufacture, use, adapt, modify, publish, distribute, sublicense, publicly perform and communicate, translate, lease, import, export, transfer, convey and otherwise exploit the Works.

I expressly approve any and all modifications, uses, publications and other exploitation of the Works that Contractor or any successor or transferee of Contractor may elect to make, and I expressly agree that no such modifications, uses, publications or exploitations will or may cause harm to my honor or reputation, or will be deemed to constitute a distortion or mutilation of the Works.

I agree to provide any assistance reasonably requested by Contractor, now and in the future, to obtain United States or foreign letters patent and copyright registrations covering inventions and original works of authorship belonging or assigned to Contractor. I shall execute any transfers of ownership of letters patent or assignments of copyrights or other proprietary rights transferred or assigned hereunder (including short form assignments intended for recording with the U.S. Copyright Office, the U.S. Patent and Trademark Office or any other entity). If Contractor is unable for any reason whatsoever, including my mental or physical incapacity, to secure my signature to apply for or to pursue any application for any United States or foreign letters patent or copyright registrations or on any document transferring or assigning any patent, copyright or other proprietary right that I am obligated to transfer or assign, I irrevocably designate and appoint Contractor and its duly authorized officers and agents as my agent and attorney in fact, to act for and on its behalf and stead to execute and file any such applications and documents and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations or transfers or assignments thereof or of any other proprietary rights with the same legal force and effect as if executed by me. This appointment is coupled with an interest and is irrevocable.

This agreement shall be construed in accordance with the provisions of Section 2870 of the California Labor Code (the text of which follows) relating to inventions made by an employee. Accordingly, this agreement is not intended and shall not be interpreted to assign to or vest in Contractor any of my rights in any inventions developed entirely on my own time without using Contractor's equipment, supplies, facilities, or trade secret information, except for those inventions that either relate at the time of conception or reduction to practice of the invention to Contractor's business or the actual or demonstrably anticipated research or development of Contractor, or result from any work I performed for Contractor.

***California Labor Code Section 2870. Employment Agreements; Assignment of Rights***

- (a) Any provision in an employment agreement which provides that an employee shall assign or offer to assign any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:
  - (1) Relate at the time of conception or reduction to practice of the invention to the employer's business or actual or demonstrably anticipated research or development of the employer; or
  - (2) Result from any work performed by the employee for the employer.
- (b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

I expressly acknowledge and agree that I wish to remain anonymous and not to have my name or any pseudonyms used in connection with any Works, goods or services I provide under this agreement or the above referenced Contract.

I acknowledge that violation of this agreement may cause irreparable harm to County, which may not be compensated by monetary damages, and may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal and equitable redress, including, without limitation, injunctive relief.

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED: \_\_\_\_\_ POSITION: \_\_\_\_\_

**EXHIBIT H**  
**CONTRACTOR EMPLOYEE JURY SERVICE**  
**TITLE 2 ADMINISTRATION**  
**CHAPTER 2.203.010 THROUGH 2.203.090**

*Page 1 of 3*

**2.203.010 FINDINGS.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.020 DEFINITIONS.**

The following definitions shall be applicable to this chapter:

- A. “Contractor” means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. “Employee” means any California resident who is a full-time employee of a contractor under the laws of California.
- C. “Contract” means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
  - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
  - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
  - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

**EXHIBIT H**  
**CONTRACTOR EMPLOYEE JURY SERVICE**  
**TITLE 2 ADMINISTRATION**  
**CHAPTER 2.203.010 THROUGH 2.203.090**

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- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
  2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.030 APPLICABILITY.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.040 CONTRACTOR JURY SERVICE POLICY.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.050 OTHER PROVISIONS.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.060 ENFORCEMENT AND REMEDIES.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

**EXHIBIT H**  
**CONTRACTOR EMPLOYEE JURY SERVICE**  
**TITLE 2 ADMINISTRATION**  
**CHAPTER 2.203.010 THROUGH 2.203.090**

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**2.203.070 EXCEPTIONS.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
  - 1. Has ten or fewer employees during the contract period; and,
  - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.090 SEVERABILITY.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

**EXHIBIT I**

**SAFELY SURRENDERED BABY LAW**

# *Safely* Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)



# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

## How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

## What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

## Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

## Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

## Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

## What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

## What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

## A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



# *Ley de* Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)



# Ley de Entrega de Bebés Sin Peligro

## ¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

*Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.*

## ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

## ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

## ¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

## ¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

## ¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

## ¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

## ¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

## ¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

## Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



**EXHIBIT J**

**CONFIDENTIALITY OF CORI INFORMATION**

Criminal Offender Record Information (CORI) is that information which is recorded as the result of an arrest, detention or other initiation of criminal proceedings including any consequent proceedings related thereto. As an employee of \_\_\_\_\_ during the legitimate course of your duties, you may have access to CORI. The Information Systems Advisory Body (ISAB) has a policy of protecting the confidentiality of Criminal Offender Record Information.

You are required to protect the information contained in case files against disclosure to all individuals who do not have a right-to-know or a need-to-know this information.

The use of any information obtained from case files or other related sources of CORI to make contacts with probationers or their relatives, or to make CORI available to anyone who has no real and proper reason to have access to this information as determined solely by the Probation Department is considered a breach of confidentiality, inappropriate and unauthorized.

Any \_\_\_\_\_ employee engaging in such activities is in violation of the ISAB's confidentiality policy and will be subject to appropriate disciplinary action and/or criminal action pursuant to Section 11142 of the Penal Code.

I have read and understand ISAB's policy concerning the confidentiality of CORI records.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

The executed agreement shall be forwarded to County's Contract Administrator at the address listed in Exhibit E (County's Administration) on or immediately after the Effective Date, but in no event later than the date the undersigned first performs work under the Agreement.